



Sunnyslope County Water District

BOARD OF DIRECTORS

REGULAR MEETING

District Office Board Room



3570 Airline Hwy., Hollister, CA

NOTICE & AGENDA

SEPTEMBER 13, 2022

Regular Board Meeting - 5:15PM

AS AUTHORIZED BY THE STATE OF CALIFORNIA EXECUTIVE ORDER N-08-21 THE SSCWD UNANIMOUSLY APPROVED THE USE OF VIRTUAL MEETING ACCESS. PUBLIC ACCESS TO DISTRICT MEETINGS CAN BE OBTAINED THROUGH THE FOLLOWING ACCESS POINTS:

ZOOM MEETING ACCESS LINK

<https://us06web.zoom.us/j/87295479375>

Passcode not required

Or Telephone: Dial + 1 (669) 444-9171 and when prompted enter Meeting ID: 872 9547 9375

Passcode not required

COVID PROTECTION GUIDELINES

Per the San Benito County meeting guidelines all boardroom attendees must comply and wear a face covering if not fully vaccinated. If providing proof of vaccination attendees will not need to wear a face covering. Virtual meeting access will continue to be provided until further determined by the District Board; All attendees must comply with any other rules of procedures/instructions announced by the Board of Directors or as directed by Staff. The meeting will be available through Zoom for those who wish to join remotely. Anyone requiring accommodations may contact the Main Office at (831) 637-4670 a minimum of 24 hrs prior to the start of the meeting.

Mission Statement:

"Our Mission is to provide safe, reliable, and high-quality water and wastewater services to our customers and all future generations in an environmentally and financially responsible manner."

A. CALL TO ORDER - ROLL CALL

President Buzzetta _____, Vice-President Brown _____,

Director Parker _____, Director Alcorn _____, and Director Mauro _____.

REGULAR SESSION

B. PLEDGE OF ALLEGIANCE

C. APPROVAL OF AGENDA – Any requests to postpone consideration of an agenda item or move an item forward on the agenda will be considered at this time.

D. PUBLIC COMMENTS and AUDIENCE INTRODUCTIONS – The public may comment¹ on any District business, not on the agenda, with a time limit of three minutes per speaker. No actions may be taken by the Board during the public comment period.

E. CONSENT AGENDA – Members of the Board and/or members of the public may pull matters from the Consent Agenda. Any matter pulled from the Consent Agenda requiring action shall be moved to New Business and treated as a matter of new business, or for matters needing clarification shall be moved to Staff Reports and addressed by the respective staff. The public may address the Board² on these items, not to exceed 3 minutes, when the Board reviews each pulled item.

1. Approve Minutes of the Regular Board Meeting of August 16, 2022 (page 1)
2. Receive and Accept Allowance of Claims for Disbursements From August 1, 2022 through August 31, 2022. (page 9)
3. Receive and Accept Associate Engineer Monthly Status Report. (page 13)
4. Receive and Accept Finance Manager Monthly Status Reports:
 - a) Narrative Report (page 16)
 - b) Operation Summary (page 24)
 - c) Statement of Income (page 26)
 - d) Investment Summary (page 28)
 - e) Board Designated Reserves (page 29)

5. Receive and Accept Superintendent Monthly Status Reports:
 - a) Maintenance (page 32)
 - b) City Meter Reading (page 37)
 - c) Groundwater Level Measurement (page 38)
6. Receive and Accept General Manager Monthly Status Report. (page 39)
7. Approval of Resolution No. 580 of the Board of Directors of the Sunnyslope County Water District – Hollister California Proclaiming a Local Emergency, Ratifying the State of Emergency Proclaimed on March 4, 2020, and Authorizing Remote Teleconference Meetings of all District Legislative Bodies for the Following 30 Days in Accord with the Ralph M. Brown Act. Resolution No. 580 attached. (Not a project under CEQA per Article 20, Section 15378) (page 41)

F. NEW BUSINESS – The Board will review and discuss agenda items and take action or direct staff to return to the Board for action at a following meeting. The public may address the Board² on these items as the Board reviews each item when directed to do so.

1. Approve and Ratify the Action Taken by the General Manager to Execute a Contact for Professional Services with EVA Green Power for the Development and Design of a Ground Mount Solar Array in an Amount not to Exceed \$16,000. (Not a Project Under CEQA per Article 20, Section 15378). (page 46)
2. Approve and Ratify the Action Taken by the General Manager to Amend the Existing Contact for Professional Services with MNS Engineers Inc. for Engineering Services During Construction, and for Construction Management Services for a Total NTE of \$125,000. (Not a Project Under CEQA per Article 20, Section 15378). (page 62)
3. Approve Provide the General Manager Direction for Topics to be Included in the Winter News Letter (Not a Project Under CEQA per Article 20, Section 15378). (page 64)

G. STATUS REPORT

1. Governance Committee (JP, MA) – (Meeting August 24th)
2. Water / Wastewater Committee (JP, MA) – (Meeting September 9th)
3. Finance Committee (JB, MA) – (No Meeting)

4. Policy and Procedure Committee (DB, EM)– (No Meeting)
5. Personnel Committee (JB, EM) – (No Meeting)
6. Water Resources Association of San Benito County (JP, Alt. MA) – (No Meeting)

H. BOARD and STAFF REPORTS

1. Directors
2. District Counsel
3. General Manager – General Manager Update (Oral Report)

I. FUTURE AGENDA ITEMS

J. ADJOURNMENT

Upon request, Sunnyslope County Water District (SCWD) will make a reasonable effort to provide written agenda materials in appropriate alternative formats, languages or disability-related modification or accommodation, including auxiliary aids or services, to enable all individuals to participate in public meetings. SCWD will also make a reasonable effort to provide translation services upon request. Please submit a written request, including your name, mailing address, phone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service as soon as possible in advance of the meeting.

Next Regular Board Meeting – September 18, 2022 @ 5:15 p.m., District Office

AGENDA DEADLINE: September 12, 2022 @ 12:00 p.m.

Future Scheduled Committee Meetings

Water Resources Association of San Benito County – October 6th, 2022 @ 4pm

¹ The person speaking is requested to fill out a speaker card stating items on which they wish to comment to be properly recognized during communications from the public and address comments to the Board of Directors. A limit of three (3) minutes per speaker is requested to allow others an opportunity to comment. Board members may ask questions of the speaker, but no action may be taken and no discussion may be held on non-agenized items raised by the public. The General Manager may refer the matter to the proper personnel for review.

² The person speaking is requested to fill out a speaker card stating their name, address, and items on which they wish to comment to be properly recognized during communications from the public and address comments to the Board of Directors. Please limit your comment to three (3) minutes. Please step up to and speak at the podium.

MINUTES
Regular Meeting of the Board of Directors
of the
SUNNYSLOPE COUNTY WATER DISTRICT
August 16th, 2022

A. CALL TO ORDER: The meeting was called to order at 4:34 p.m. by President Buzzetta, as authorized by the State of California Executive Order N-08-21 via teleconference, at the Sunnyslope County Water District office, 3570 Airline Highway, Hollister, California.

ROLL CALL: Present in Person: President Jerry Buzzetta (JB), Vice President Dee Brown (DB), Director Edward Mauro (EM), Director James Parker (JP)

Director Alcorn was absent for closed session and arrived at 5:30 during the regularly scheduled board meeting as noted.

B. PUBLIC COMMENTS ON CLOSED SESSION MATTERS: The Board welcomed members of the public and opened the meeting to public comments regarding matters identified on the Closed Session agenda. No members of the public were identified in attendance present or virtually.

C. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTIONS:

1. Conference with Legal Counsel- Pending Litigation (§54956.9)

County of San Benito vs. SSCWD, San Benito County Superior Court Case No. CU-20-00068

President Buzzetta retired to closed session at 4:35 p.m. and upon returning to the regular session, moved to take a brief recess at 5:05 p.m. The meeting was reconvened to open session at 5:17 p.m.

D. PLEDGE OF ALLEGIANCE: Director Parker led those in attendance in the Pledge of Allegiance.

E. REPORT IN OPEN SESSION ACTION TAKEN IN CLOSED SESSION:

1. Conference with Legal Counsel- Pending Litigation (§54956.9)

Attorney Michael Laredo reported, two motions were made during closed session. The board gave unanomus direction (Director Alcorn being absent) to special counsel to issue a CCP998 settlement offer as was explained to the board in closed session and authorized counsel to file a motion with the San Benito Superior Court for a change in venue if needed.

F. APPROVAL OF AGENDA: Upon a motion made to approve the agenda by Director Mauro, seconded by Director Brown, for which President Buzzetta then took a roll call vote as follows: (DB), yes; (JP), yes; (EM), yes, (JB), yes; the motion carried 4-0.

G. PUBLIC COMMENTS AND AUDIENCE INTRODUCTIONS: The Board welcomed members of the public and opened the meeting to public comments regarding matters not itemized on the agenda. No comments were received.

Staff Present for Open Session: In Person: General Manager/Secretary Drew Lander, Executive Assistant/Stenographer Madison Koester, Associate Engineer Rob Hillebrecht,

Water/ Wastewater Superintendent Jose Rodriguez, Finance and HR Manager Barry Kelly, Attorney Michael Laredo.

H. CONSENT AGENDA:

1. Approval of Minutes of the Regular Board Meeting of June 28th, 2022.
2. Allowance of Claims – The Board reviewed the Disbursement Summary (below) for the period of June 1, 2022 through June 30, 2022, totaling \$1,592,077.26 which includes \$371,936.01 for payments to vendors, \$295,651.46 for Payroll, \$408,699.94 paid to the City of Hollister for collection of City sewer billings (net of our fees), and \$1,771.61 for customer refunds. The Board also reviewed the Disbursement Summary for the period of July 1, 2022 through July 31, 2022, totaling \$1,270,146.24 which includes \$292,026.87 for payments to vendors, \$228,793.36 for Payroll, and \$397,478.47 paid to the City of Hollister for collection of City sewer billings (net of our fees).

June 2022

<u>Date</u>	<u>Number</u>	<u>Name</u>		<u>Amount</u>	
06/03/2022	JN00123	Net Pay	\$69,811.70		Payroll
06/03/2022	JN00123	Total Tax	\$19,064.22		Payroll
06/06/2022	JN00101	Customer Refund-Kelli Ramiro	\$60.76		Customer
06/06/2022	JN00102	Customer Refund- Melissa M Nieves	\$235.53		Customer
06/06/2022	JN00103	Customer Refund- John S Zamora Jr	\$157.54		Customer
06/07/2022	50214	Ace Hardware (Johnson Lumber Co.)	\$316.67		Vendors
06/07/2022	50215	AT&T	\$426.21		Vendors
06/07/2022	50216	Calcon System, Inc.	\$5,409.00		Vendors
06/07/2022	50217	Hollister Paint Co.	\$91.76		Vendors
06/07/2022	50218	Maggiora Bros. Drilling, Inc.	\$4,215.00		Vendors
06/07/2022	50219	Mission Uniform Service	\$359.16		Vendors
06/07/2022	50220	Nationwide Retirements Solutions	\$9,296.84		Payroll
06/07/2022	50221	Petty Cash	\$67.38		Vendors
06/07/2022	50222	Postmaster	\$67.60		Vendors
06/07/2022	50223	Razzolink.com	\$76.95		Vendors
06/07/2022	50224	Recology San Benito County	\$313.19		Vendors
06/07/2022	50225	Schaaf & Wheeler	\$2,326.50		Vendors
06/07/2022	50226	True Value Hardware	\$43.12		Vendors
06/07/2022	50227	U.S. Bank Corporate Payment Systems	\$6,398.16		Vendors
06/10/2022	50229	ACC Business	\$1,309.30		Vendors
06/10/2022	50230	Anabel Zavala	\$100.00		Payroll
06/10/2022	50231	AT&T	\$365.12		Vendors
06/10/2022	50232	Auto Tech Service Center, Inc.	\$330.00		Vendors
06/10/2022	50233	Badger Meter, Inc.	\$2,797.80		Vendors
06/10/2022	50234	Brenntag Pacific, Inc.	\$24,746.46		Vendors
06/10/2022	50235	CM Analytical, Inc.	\$7,986.25		Vendors
06/10/2022	50236	Hach Company	\$1,697.95		Vendors
06/10/2022	50237	John Smith Road Landfill	\$709.80		Vendors
06/10/2022	50238	Mission Uniform Service	\$398.30		Vendors
06/10/2022	50239	Pinnacle HealthCare	\$115.00		Vendors
06/10/2022	50240	Quinn Company	\$677.67		Vendors
06/10/2022	50241	RJR Recycling	\$1,250.00		Vendors
06/10/2022	50242	San Benito County Water District	\$262.75		San Benito
06/10/2022	50243	Toro Petroleum Corp.	\$3,862.60		Vendors
06/10/2022	50244	Trans Union LLC	\$194.28		Vendors

06/10/2022	50245	USA Blue Book	\$705.74	Vendors
06/10/2022	50246	Wright Bros. Indust. Supply	\$4.31	Vendors
06/16/2022	JN00124	Net Pay	\$69,379.73	Payroll
06/16/2022	JN00124	Total Tax	\$19,186.32	Payroll
06/17/2022	50247	Ace Hardware (Johnson Lumber Co.)	\$208.68	Vendors
06/17/2022	50248	All American Mailing, Inc.	\$2,688.57	Vendors
06/17/2022	50249	Barry Kelly	\$100.00	Payroll
06/17/2022	50250	Brenntag Pacific, Inc.	\$20,404.80	Vendors
06/17/2022	50251	Calcon System, Inc.	\$1,584.50	Vendors
06/17/2022	50252	Central Ag Supply LLC	\$168.74	Vendors
06/17/2022	50253	City of Hollister-Finance Dept	\$408,128.44	Hollister
06/17/2022	50254	Coast Counties Glass	\$115.00	Vendors
06/17/2022	50255	De Lay & Laredo	\$2,300.00	Vendors
06/17/2022	50256	Denise Duffy & Associates, Inc.	\$3,472.30	Vendors
06/17/2022	50257	EBCO Pest Control	\$69.00	Vendors
06/17/2022	50258	Frank A Olsen Co.	\$2,150.87	Vendors
06/17/2022	50259	Fremouw Enviornmental	\$5,785.31	Vendors
06/17/2022	50260	Green Line	\$2,535.00	Vendors
06/17/2022	50261	Iconix Waterworks (US) Inc.	\$805.41	Vendors
06/17/2022	50262	Joe Vallejo	\$571.50	Hollister
06/17/2022	50263	Mission Uniform Service	\$359.15	Vendors
06/17/2022	50264	MNS Engineers, Inc.	\$8,317.01	Vendors
06/17/2022	50265	Razzolink.com	\$504.65	Vendors
06/17/2022	50266	Robert Hillebrecht	\$107.38	Vendors
06/17/2022	50267	San Benito County Water District	\$118,550.00	San Benito
06/17/2022	50268	San Benito County Water District	\$333,140.86	San Benito
06/17/2022	50270	Simplot Grower Solutions	\$1,784.32	Vendors
06/17/2022	50271	Staples Advantage	\$110.77	Vendors
06/17/2022	50272	Star Concrete	\$841.23	Vendors
06/17/2022	50273	State Water Resources Control Board-DWOC	\$90.00	Vendors
06/17/2022	50274	Third Millennium Partners Venture LLC	\$2,903.00	Vendors
06/17/2022	50275	TPO	\$9,950.00	Vendors
06/17/2022	50276	Tyler Technologies, Inc.	\$3,315.00	Vendors
06/17/2022	50277	USA Blue Book	\$3,441.66	Vendors
06/20/2022	JN00104	Customer Refund- Dianna & Alex Dininno	\$132.25	Customer
06/20/2022	JN00105	Customer Refund- Sean Hager	\$225.66	Customer
06/20/2022	JN00106	Customer Refund- H&M Property Management	\$257.95	Customer
06/20/2022	JN00107	Customer Refund- Gary Lester	\$135.38	Customer
06/20/2022	JN00108	Customer Refund- Christopher & Jaymie Mosher	\$37.54	Customer
06/20/2022	JN00109	Customer Refund- Richard Scagliotti	\$53.22	Customer
06/20/2022	JN00110	Customer Refund- Philip Schipsi	\$48.07	Customer
06/27/2022	50278	A Tool Shed	\$279.72	Vendors
06/27/2022	50279	A-1 Services	\$403.00	Vendors
06/27/2022	50280	Ace Hardware (Johnson Lumber Co.)	\$350.73	Vendors
06/27/2022	50281	Adan Cervantes	\$70.75	Vendors
06/27/2022	50282	Atlas Copco Compressors LLC	\$798.80	Vendors
06/27/2022	50283	Badger Meter, Inc.	\$71,428.76	Vendors
06/27/2022	50284	Brenntag Pacific, Inc.	\$17,957.22	Vendors
06/27/2022	50285	Brigantino Irrigation	\$29.83	Vendors
06/27/2022	50286	Edges Electrical Group, LLC	\$200.41	Vendors
06/27/2022	50287	Exceedio	\$3,159.41	Vendors

06/27/2022	50288	Ferguson Enterprises, Inc.	\$541.39	Vendors
06/27/2022	50289	First Trust Alarm Company	\$698.00	Vendors
06/27/2022	50290	Frisch Engineering Inc.	\$11,730.00	Vendors
06/27/2022	50291	Hach Company	\$704.41	Vendors
06/27/2022	50292	Harbor Freight Tools	\$185.50	Vendors
06/27/2022	50293	J M Electric	\$38,942.88	Vendors
06/27/2022	50294	Konica Minolta Premier Finance	\$416.76	Vendors
06/27/2022	50295	Maggiora Bros. Drilling, Inc.	\$1,324.25	Vendors
06/27/2022	50296	Mandego Apparel	\$102.26	Vendors
06/27/2022	50297	Melissa Bernal	\$100.00	Payroll
06/27/2022	50298	Mission Uniform Service	\$398.29	Vendors
06/27/2022	50299	Petty Cash	\$175.00	Vendors
06/27/2022	50300	Raftelis Financial Consultants, Inc.	\$710.00	Vendors
06/27/2022	50301	Robert Hillebrecht	\$77.99	Payroll
06/27/2022	50302	San Benito County Water District	\$62,064.63	San Benito
06/27/2022	50303	Shred-It USA	\$542.25	Vendors
06/27/2022	50304	Toro Petroleum Corp.	\$3,549.06	Vendors
06/27/2022	50305	True Value Hardware	\$14.19	Vendors
06/27/2022	50306	Tyler Technologies, Inc.	\$1,690.00	Vendors
06/27/2022	50307	USA Blue Book	\$2,408.31	Vendors
06/27/2022	50308	Veolia Water Technologies	\$60,013.80	Vendors
06/27/2022	50309	Wright Bros. Welding & Sheet Metal, Inc.	\$2,532.64	Vendors
06/27/2022	JN00111	Customer Refund- Tracy Derango	\$24.35	Customer
06/27/2022	JN00112	Customer Refund- Abraham & Iris Hernandez	\$29.53	Customer
06/27/2022	JN00113	Customer Refund- Rebecca & Jonathan Hovezak	\$28.78	Customer
06/27/2022	JN00114	Customer Refund- Carolina Perez & David Jensen	\$39.46	Customer
06/27/2022	JN00115	Customer Refund- Bertie Johnson	\$115.69	Customer
06/27/2022	JN00116	Customer Refund- K Hovnanian Homes	\$88.62	Customer
06/27/2022	JN00117	Customer Refund- Richard Scagliotti	\$101.28	Customer
06/29/2022	50310	AT&T	\$472.90	Vendors
06/29/2022	50311	Corbin Willits Systems, Inc. (MOM's)	\$6,293.58	Vendors
06/29/2022	50312	Postmaster	\$2,136.71	Vendors
06/29/2022	50313	Razzolink.com	\$76.95	Vendors
06/29/2022	50314	Verizon Wireless	\$324.62	Vendors
06/30/2022	JN00125	Net Pay	\$82,961.72	Payroll
06/30/2022	JN00125	Total Tax	\$25,572.94	Payroll
				-1,592,077.26

July 2022

<u>Date</u>	<u>Number</u>	<u>Name</u>	<u>Amount</u>	<u>Amount</u>
07/05/2022	50315	Ace Hardware (Johnson Lumber Co.)	\$501.02	Vendors
07/05/2022	50316	AT&T	\$426.21	Vendors
07/05/2022	50317	Auto Tech Service Center, Inc.	\$170.00	Vendors
07/05/2022	50318	Backflow Apparatus & Valve Co. (BAVCO)	\$335.72	Vendors
07/05/2022	50319	Baker Supplies and Repairs	\$4.92	Vendors
07/05/2022	50320	Brenntag Pacific, Inc.	\$23,976.96	Vendors
07/05/2022	50321	CalVista Insurance Agency Inc.	\$96,709.00	Vendors
07/05/2022	50322	CM Analytical, Inc.	\$13,495.00	Vendors
07/05/2022	50323	Community Printers, Inc.	\$3,006.37	Vendors

07/05/2022	50324	Frisch Engineering Inc.	\$23,330.00	Vendors
07/05/2022	50325	Hach Company	\$449.13	Vendors
07/05/2022	50326	Hollister Auto Parts, Inc.	\$49.80	Vendors
07/05/2022	50327	Iconix Waterworks (US) Inc.	\$1,361.33	Vendors
07/05/2022	50328	Mission Uniform Service	\$359.15	Vendors
07/05/2022	50329	MJ Communications, Inc	\$1,741.79	Vendors
07/05/2022	50330	Municipal Maintenance Equipment	\$6,378.22	Vendors
07/05/2022	50331	San Benito County Water District	\$428.00	Vendors
07/05/2022	50332	Staples Advantage	\$162.14	Vendors
07/05/2022	50333	State Water Resources Control Board- DWOCF	\$90.00	Vendors
07/05/2022	50334	Wallace Group	\$1,528.00	Vendors
07/05/2022	50335	Wright Bros. Indust. Supply	\$42.14	Vendors
07/05/2022	50336	Wright Bros. Welding & Sheet Metal, Inc.	\$1,317.81	Vendors
07/08/2022	50337	ACC Business	\$1,309.30	Vendors
07/08/2022	50338	Ace Hardware (Johnson Lumber Co.)	\$350.17	Vendors
07/08/2022	50339	AT&T	\$368.69	Vendors
07/08/2022	50340	Badger Meter, Inc.	\$2,922.06	Vendors
07/08/2022	50341	Bazilio Hernandez	\$234.83	Vendors
07/08/2022	50342	Brenntag Pacific, Inc.	\$19,500.10	Vendors
07/08/2022	50343	Carlson's Fire Extinguisher Sales & Serv	\$901.14	Vendors
07/08/2022	50344	Central Ag Supply LLC	\$384.05	Vendors
07/08/2022	50345	Greenwood Chevrolet	\$801.12	Vendors
07/08/2022	50346	Iconix Waterworks (US) Inc.	\$1,164.26	Vendors
07/08/2022	50347	Mc Master-Carr	\$549.49	Vendors
07/08/2022	50348	Metron-Farnier, LLC	\$10,963.49	Vendors
07/08/2022	50349	Mission Uniform Service	\$392.66	Vendors
07/08/2022	50350	Recology San Benito County	\$313.19	Vendors
07/08/2022	50351	Star Concrete	\$218.50	Vendors
07/08/2022	50352	State Water Resources Control Board- DWOCF	\$55.00	Vendors
07/08/2022	50353	Toro Petroleum Corp.	\$2,923.03	Vendors
07/08/2022	50354	True Value Hardware	\$98.29	Vendors
07/08/2022	50355	U.S. Bank Corporate Payment Systems	\$2,657.90	Vendors
07/08/2022	50356	USA Blue Book	\$1,153.84	Vendors
07/08/2022	50357	Wright Bros. Indust. Supply	\$134.81	Vendors
07/13/2022	50358	All American Mailing, Inc.	\$2,832.91	Vendors
07/15/2022	JN00178	Net Pay	\$70,778.10	Payroll
07/15/2022	JN00178	Total Tax	\$19,937.70	Payroll
07/20/2022	50359	A-1 Services	\$403.00	Vendors
07/20/2022	50360	Ace Hardware (Johnson Lumber Co.)	\$305.07	Vendors
07/20/2022	50361	ACWA/JPIA	\$10,924.54	Vendors
07/20/2022	50362	Auto Tech Service Center, Inc.	\$120.00	Vendors
07/20/2022	50363	Brenntag Pacific, Inc.	\$20,360.75	Vendors
07/20/2022	50364	Brigantino Irrigation	\$242.23	Vendors
07/20/2022	50365	City of Hollister-Finance Dept	\$397,478.47	Hollister
07/20/2022	50366	CWEA Membership- TCP	\$101.00	Vendors
07/20/2022	50367	De Lay & Laredo	\$2,459.00	Vendors
07/20/2022	50368	EBCO Pest Control	\$69.00	Vendors
07/20/2022	50369	Hollister Auto Parts, Inc.	\$59.52	Vendors
07/20/2022	50370	Independent Business Forms, Inc.	\$238.54	Vendors
07/20/2022	50371	J M Electric	\$468.00	Vendors
07/20/2022	50372	John Smith Road Landfill	\$1,063.80	Vendors

07/20/2022	50373	Mission Uniform Service	\$747.14	Vendors
07/20/2022	50374	Nationwide Retirements Solutions	\$27,890.52	Payroll
07/20/2022	50375	O'Reilly Auto Parts	\$20.56	Vendors
07/20/2022	50376	Raftelis Financial Consultants, Inc.	\$1,705.00	Vendors
07/20/2022	50377	RJR Recycling	\$1,750.00	Vendors
07/20/2022	50378	San Benito County Water District	\$351,847.54	San Benito
07/20/2022	50380	San Benito Tire Pros & Automotive	\$1,147.02	Vendors
07/20/2022	50381	Trans Union LLC	\$144.64	Vendors
07/20/2022	50382	True Value Hardware	\$154.42	Vendors
07/20/2022	50383	UWUA Local 820	\$830.88	Vendors
07/20/2022	50384	William K Boltz	\$151.86	Vendors
07/23/2022	JN00179	Net Pay	\$78,165.32	Payroll
07/23/2022	JN00179	Total Tax	\$22,724.88	Payroll
07/28/2022	50385	Ace Hardware (Johnson Lumber Co.)	\$164.70	Vendors
07/28/2022	50386	Backflow Apparatus & Valve Co.	\$832.28	Vendors
07/28/2022	50387	Baker Supplies and Repairs	\$136.56	Vendors
07/28/2022	50388	Brenntag Pacific, Inc.	\$4,962.66	Vendors
07/28/2022	50389	Central Ag Supply LLC	\$411.13	Vendors
07/28/2022	50390	exceedio	\$3,194.51	Vendors
07/28/2022	50391	Konica Minolta Premier Finance	\$416.76	Vendors
07/28/2022	50392	Metropolitan Compounds Inc	\$2,004.26	Vendors
07/28/2022	50393	Mission Uniform Service	\$354.48	Vendors
07/28/2022	50394	Nationwide Retirements Solutions	\$9,296.84	Payroll
07/28/2022	50395	O'Reilly Auto Parts	\$51.98	Vendors
07/28/2022	50396	Petty Cash	\$60.00	Vendors
07/28/2022	50397	Postmaster	\$2,278.63	Vendors
07/28/2022	50398	Toro Petroleum Corp.	\$3,478.57	Vendors
07/28/2022	50399	True Value Hardware	\$25.71	Vendors
07/28/2022	50400	Tyler Technologies, Inc.	\$260.00	Vendors
07/28/2022	50401	USA Blue Book	\$2,174.73	Vendors
07/28/2022	50402	UWUA Local 820	\$1,246.32	Vendors
07/28/2022	50403	Verizon Wireless	\$416.08	Vendors
				-1,270,146.24

3. Receive Associate Engineer Monthly Status Report.
4. Receive Finance Manager Monthly Status Reports: a. Narrative Report, b. Operation Summary, c. Statement of Income, d. Investment Summary, and e. Board Designated Reserves.
5. Receive Superintendent Monthly Status Reports: a. Maintenance, b. City Meter Reading, and c. Groundwater Level Measurement.
6. Receive General Manager Monthly Status Report.
7. Approval of Resolution #578 of the Board of Directors of the Sunnyslope County Water District- Hollister California Proclaiming a Local Emergency, Ratifying the state of Emergency Proclaimed on March 4, 2020, and Authorizing Remote Teleconference Meetings of all District Legislative Bodies for the Following 30 Days in Accord with the Ralph M. Brown Act. (Not a project under CEQA per Article 20, Section 15378).

President Jerry Buzzetta requested that the Finance Manager Monthly Status Report item H-4a – Narrative Report, be moved to section K, Board and Staff Reports as item K-4a. No objections were noted. President Buzzetta then asked for Board comment, to which there was none. President Buzzetta then asked for public comment and upon receiving none, President

Buzzetta requested a motion to approve the consent agenda. Upon a motion made by Director Brown to approve the Consent Agenda, seconded by Director Mauro, for which President Buzzetta then took a roll call vote as follows: (DB), yes; (JP), yes; (EM), yes; and (JB) yes; the motion carried 4-0.

I. NEW BUSINESS:

1. Consider Approval and Authorize the General Manager to Purchase a Multi-Tank Fuel Trailer and Declare the Existing District Fuel Trailer Surplus Equipment Through District Policy 8510. (Not a project under CEQA per Article 20, Section 15378)

General Manger/Secretary Lander spoke on this matter, stating that the District is seeking to purchase a new fuel trailer to comply with DOT and OSHA regulations. A fuel trailer is a valuable piece of equipment needed for District operaitons.

President Buzzetta asked for any public comment. Upon receiving no public comment, Director Parker made a motion to approve and authorize the General Manager to purchase a Multi-Tank Fuel Trailer and Declare the Existing District Fuel Trailer Surplus Equipment. This motion was seconded by Director Mauro for which President Buzzetta then took a roll call vote as follows: (JP), yes; (DB), yes; (EM) yes; and (JB), yes; the motion carried 4-0.

Director Mike Alcorn (MA) arrived at 5:30 P.M. as item number I-2 discussion began.

2. Authorize the Board President to Sign a Resolution of Recognition Honoring Ernie Eclarin for 21 Years of Employment with the Sunnyslope County Water District and Wishing him Well in Retirment. (Not a project under CEQA per Article 20, Section 15378).

General Manager/ Secretary Lander brought Water Treatment Plant Operator of 21 years Ernie Eclarin up to the podium to thank him for his years of service and requested the board to approved the Board President to sign a resolution of recognition to be given in his honor. Ernie has been with the district for 21 years and in that time he has been an excellent Water Treatment Plant Operator and coworker to his peers. The Board Members congratulated Ernie on his many succesful years with the district and his recent retirement.

President Buzzetta then asked for any public comment. Upon receiving no public comment, Director Parker made a motion to Authorize the Board President to Sign a Resolution of Recognition Honoring Ernie Eclarin for 21 Years of Employment with the Sunnyslope County Water District and Wishing him Well in Retirment. This motion was seconded by Director Brown for which President Buzzetta then took a roll call vote as follows: (MA), yes; (JP), yes; (DB) yes; (EM), yes; and (JB) yes; the motion carried 5-0.

J. BOARD COMMITTEE and STATUS REPORTS

1. **Governance Committee:** (No meeting)
2. **Water/Wastewater Committee:** (No meeting)
3. **Finance Committee:** (Meeting Held August 12th)- On the agenda for this meeting was the review of new financial reporting graphs to be discussed in item K-4.
4. **Policy and Procedure Committee:** (No meeting)

5. **Personnel Committee:** (No meeting)
6. **Water Resources Association of San Benito County (WRA):** (Meeting Held August 4, 2022)- The next meeting will take place October 6th, to which Director Alcorn will be in attendance.

K. BOARD and STAFF REPORTS

1. **Directors:** Director Parker reported that the WRA meeting was informative and it was reported that enforcement of water restrictions has begun in the City but no direct enforcement is occurring in the SSCWD area.
2. **District Counsel:** Michael Laredo reported that AB1234 training will be provided by his office on August 31 if any Board members would like to attend.
3. **General Manager:** General Manager/Secretary Lander gave an update on the various projects and maintenance the district has been working on. This includes the work that is being done at the San Benito Foods project to prevent odors, the maintenance of our Lessalt facility, and the transition to new billing software with Tyler. He also reported that the district continues to stay healthy, having no Covid transmission that have been spread through office contact.
4. **Finance Manager's Narrative Report:** General Manager/Secretary Lander also spoke on this matter. Lander took the time to review the different reports that are part of the narrative report with the board members, to create a better understanding of these monthly reports. This includes the statement of Operations, Income, Investments, and Board Designed Reserves reports.

L. FUTURE AGENDA ITEMS: As discussed in the previous board meeting, General Manager/Secretary Lander suggested taking the board members around to the different plants. The date and time were set for September 20th, 2022 at 2:30 P.M.

M. ADJOURNMENT: President Buzzetta adjourned the meeting at 6:30 p.m.

APPROVED BY THE BOARD:

Jerry T. Buzzetta, President

RESPECTFULLY SUBMITTED:

Drew A. Lander, Secretary

Sunnyslope County Water District

Disbursement Summary

August 1, 2022 through August 31, 2022

Date	Num	Name	Amount
08/04/2022	50404	ACC Business	\$1,309.30
08/04/2022	50405	Ace Hardware (Johnson Lumber Co.)	\$264.09
08/04/2022	50406	AT&T	\$377.24
08/04/2022	50407	AT&T	\$472.90
08/04/2022	50408	AT&T	\$437.05
08/04/2022	50409	Auto Tech Service Center, Inc.	\$760.00
08/04/2022	50410	Backflow Apparatus & Valve Co. (BAVC)	\$481.91
08/04/2022	50411	Bracco's Towing	\$110.00
08/04/2022	50412	Brenntag Pacific, Inc.	\$37,296.23
08/04/2022	50413	Bryan Mailey Electric, Inc	\$5,648.40
08/04/2022	50414	Central Ag Supply LLC	\$155.86
08/04/2022	50415	Community Printers, Inc.	\$2,017.17
08/04/2022	50416	Hach Company	\$243.50
08/04/2022	50417	Hollister Auto Parts, Inc.	\$308.80
08/04/2022	50418	Maggiora Bros. Drilling, Inc.	\$1,406.25
08/04/2022	50419	Mc Kinnon Lumber Co., Inc.	\$53.31
08/04/2022	50420	Mission Uniform Service	\$392.66
08/04/2022	50421	Recology San Benito County	\$326.68
08/04/2022	50422	Simplot Grower Solutions	\$1,946.20
08/04/2022	50423	Star Concrete	\$719.96
08/04/2022	50424	Toro Petroleum Corp.	\$4,154.56
08/04/2022	50425	TPO	\$11,205.00
08/04/2022	50426	True Value Hardware	\$117.47
08/04/2022	50427	Tyler Technologies, Inc.	\$195.00
08/04/2022	50428	U.S. Bank Corporate Payment Systems	\$3,426.22
08/04/2022	50429	Underground Service Alert North 811	\$616.29
08/04/2022	50430	USA Blue Book	\$656.18
08/05/2022	ACH 2329	Colonial Life	\$3,261.27
08/05/2022	ACH 2330	Principal	\$3,502.03
08/05/2022	ACH 2331	P G & E	\$60,466.83
08/08/2022	ACH 2332	BASIC Benefits LLC	\$217.11
08/08/2022	ACH 2333	iCloud	\$11,765.60
08/09/2022	ACH 2334	BASIC Benefits LLC	\$308.85
08/10/2022	50431	Ace Hardware (Johnson Lumber Co.)	\$522.45
08/10/2022	50433	Anne Muraski	\$17,545.00
08/10/2022	50434	Brenntag Pacific, Inc.	\$17,489.78
08/10/2022	50435	City of Hollister-Finance Dept	\$397,430.47
08/10/2022	50436	Edges Electrical Group, LLC	\$8.64
08/10/2022	50437	G3 Engineering, Inc.	\$3,233.65
08/10/2022	50438	Hach Company	\$487.81
08/10/2022	50439	Iconix Waterworks (US) Inc.	\$632.71

Sunnyslope County Water District

Disbursement Summary

08/10/2022	50440	Independent Business Forms, Inc.	\$4,210.02
08/10/2022	50441	John Smith Road Landfill	\$1,139.10
08/10/2022	50442	Mission Uniform Service	\$354.48
08/10/2022	50443	Nationwide Retirements Solutions	\$8,901.86
08/10/2022	50444	O'Reilly Auto Parts	\$39.31
08/10/2022	50445	Palace Business Solutions	\$133.78
08/10/2022	50446	Postmaster	\$80.00
08/10/2022	50447	Star Concrete	\$120.18
08/10/2022	50448	True Value Hardware	\$30.58
08/10/2022	50449	USA Blue Book	\$685.95
08/10/2022	50450	City of Hollister-Finance Dept	\$417,019.62
08/10/2022	JN00184	Customer Refund- CORRPRO CO.	\$249.28
08/10/2022	JN00185	Customer Refund- Larence Shih	\$89.29
08/10/2022	JN00186	Customer Refund- Mark & Sandra Zappi	\$108.29
08/10/2022	JN00187	Customer Refund- Sarah & Adam Smith	\$94.78
08/10/2022	JN00188	Customer Refund- John Sicley	\$30.81
08/10/2022	JN00189	Customer Refund- Cynthia & Robert Pea	\$184.97
08/10/2022	JN00190	Customer Refund- Omni Sync Group Inc	\$51.17
08/10/2022	JN00191	Customer Refund- Manzo Construction I	\$436.16
08/10/2022	JN00192	Customer Refund- Karl & Angelia Johns	\$97.32
08/10/2022	JN00193	Customer Refund- Teresa & Victor Gonz	\$204.29
08/10/2022	JN00194	Customer Refund- Juliette Monser & Jac	\$63.07
08/10/2022	JN00195	Customer Refund- Diane Barnes	\$34.77
08/10/2022	JN00196	Customer Refund- E Smith/ C Walker &	\$80.60
08/11/2022	ACH 2335	CalPERS - Retirement	\$240.17
08/11/2022	ACH 2336	CalPERS - Retirement	\$700.00
08/11/2022	ACH 2337	CalPERS - Retirement	\$3,997.58
08/11/2022	ACH 2338	CalPERS - Retirement	\$7,536.79
08/11/2022	ACH 2339	CalPERS - Retirement	\$8,848.45
08/12/2022	50451	Drew Lander	\$600.00
08/15/2022	ACH 2340	BASIC Benefits LLC	\$125.00
08/16/2022	50452	A-1 Services	\$403.00
08/16/2022	50453	Ace Hardware (Johnson Lumber Co.)	\$117.95
08/16/2022	50454	Brenntag Pacific, Inc.	\$59,840.17
08/16/2022	50455	Brigantino Irrigation	\$55.32
08/16/2022	50456	Central Ag Supply LLC	\$1,506.00
08/16/2022	50457	EBCO Pest Control	\$69.00
08/16/2022	50458	Edges Electrical Group, LLC	\$151.01
08/16/2022	50459	Hollister Auto Parts, Inc.	\$391.10
08/16/2022	50460	Metropolitan Compounds Inc	\$1,828.87
08/16/2022	50461	Mission Uniform Service	\$392.66
08/16/2022	50462	O'Reilly Auto Parts	\$111.04
08/16/2022	50463	Quadient, Inc.	\$5,183.59
08/16/2022	50464	Raftelis Financial Consultants, Inc.	\$1,190.00

Sunnyslope County Water District

Disbursement Summary

08/16/2022	50465	San Benito County Water District	\$381.75
08/16/2022	50466	San Benito County Water District	\$337,885.01
08/16/2022	50468	San Benito Tire Pros & Automotive	\$281.05
08/16/2022	50469	Trans Union LLC	\$206.69
08/16/2022	50470	True Value Hardware	\$6.82
08/16/2022	50471	USA Blue Book	\$135.53
08/16/2022	ACH 2341	BASIC Benefits LLC	\$35.00
08/16/2022	ACH 2342	BASIC Benefits LLC	\$204.98
08/17/2022	ACH 2343	BASIC Benefits LLC	\$150.00
08/19/2022	ACH 2344	BASIC Benefits LLC	\$118.00
08/24/2022	ACH 2345	BASIC Benefits LLC	\$100.00
08/25/2022	50472	A Tool Shed	\$207.20
08/25/2022	50473	Ace Hardware (Johnson Lumber Co.)	\$333.80
08/25/2022	50475	Anne Muraski	\$13,090.00
08/25/2022	50476	Bazilio Hernandez	\$150.00
08/25/2022	50477	Brenntag Pacific, Inc.	\$19,611.45
08/25/2022	50478	Brigantino Irrigation	\$340.14
08/25/2022	50479	Buckles-Smith	\$357.95
08/25/2022	50480	Central Ag Supply LLC	\$191.58
08/25/2022	50481	CM Analytical, Inc.	\$10,961.25
08/25/2022	50482	Edges Electrical Group, LLC	\$88.96
08/25/2022	50483	Enterprise Electrical Services	\$660.00
08/25/2022	50484	exceedio	\$3,194.51
08/25/2022	50485	Extreme Air, Inc.	\$460.00
08/25/2022	50486	Iconix Waterworks (US) Inc.	\$3,848.92
08/25/2022	50487	Independent Business Forms, Inc.	\$1,766.69
08/25/2022	50488	Konica Minolta Premier Finance	\$416.76
08/25/2022	50489	MBS Business Systems	\$949.66
08/25/2022	50490	Mc Master-Carr	\$53.95
08/25/2022	50491	Mission Uniform Service	\$371.48
08/25/2022	50492	O'Reilly Auto Parts	\$39.31
08/25/2022	50493	Rain for Rent	\$7,981.28
08/25/2022	50494	Simplot Grower Solutions	\$1,709.84
08/25/2022	50495	State Water Resources Control Board-DW(\$60.00
08/25/2022	50496	Toro Petroleum Corp.	\$7,680.03
08/25/2022	50497	TPO	\$299.00
08/25/2022	50498	True Value Hardware	\$155.01
08/25/2022	50499	USA Blue Book	\$1,224.25
08/25/2022	50500	Watersmart Software, Inc.	\$13,553.00
08/25/2022	50501	Wright Bros. Indust. Supply	\$18.09
08/26/2022	ACH 2346	CalPERS - Retirement	\$23.08
08/26/2022	ACH 2347	CalPERS - Retirement	\$23.08
08/26/2022	ACH 2348	CalPERS - Retirement	\$7,503.83
08/26/2022	ACH 2349	CalPERS - Retirement	\$8,170.11

Sunnyslope County Water District

Disbursement Summary

08/26/2022	ACH 2350	CalPERS - Health Insurance	\$22,383.23
08/29/2022	50502	Brenntag Pacific, Inc.	\$39,005.57
08/29/2022	50503	Mc Master-Carr	\$550.20
08/29/2022	50504	MNS Engineers, Inc.	\$401.25
08/29/2022	50505	Postmaster	\$2,266.43
08/29/2022	50506	San Benito County-Assessor	\$43.70
08/30/2022	ACH 2351	BASIC Benefits LLC	\$224.92
			\$1,629,572.15

SUMMARY:

Accounts Payable Paid to:

Vendors	\$	\$398,555.16
Payroll - Employee		\$76,575.34
San Benito County		\$338,266.76
City of Hollister for City Billing Collected, Net of Fees		\$814,450.09
Customer Refunds & Returned Checks/ACH		\$1,724.80
Debt & Finance		\$0.00
Total Disbursements	\$	\$1,629,572.15

Staff Report

Agenda Item: E – 3

DATE: September 8, 2022 (September 13, 2022 Meeting)

TO: Board of Directors

FROM: Associate Engineer, Rob Hillebrecht

SUBJECT: Associate Engineer Monthly Status Report

Promontory Sewer Pipe Bridge

The underground portions of the gravity sewer main and force main from the Promontory Development to Sunnyslope's existing collections system in Marks Dr. has been installed through the easement over the abandoned golf course. Additionally, the anchor piers for the pipe bridge supports have been drilled and poured. Fabrication of the steel bridge support structure is currently in progress and expected to be completed and ready for installation in early-to-mid October. Replacement of the existing sewer main in Marks Dr. is waiting on the delivery of the precast manhole bases but is expected to commence in mid-to-late October.

Water Conservation Analysis

Sunnyslope staff regularly analyze the monthly water usage to quantify the water conservation and compare it with previous years. Year to date, Sunnyslope's total water usage has decreased by about 3% from 2021 and by 3.3% from 2020. However, due to growth Sunnyslope is serving many more customers now than in 2020. Therefore, a better gauge on conservation is to consider the average usage per person/capita per day (gpcd). With this metric, Sunnyslope customers have used 86gpcd in 2022 compared with 93gpcd in 2021 and 97gpc in 2020. That represents a decrease of 7% since 2021, 11% since 2020, and a 38% decrease over the last 15 years since 2007. This analysis is shared with DDW and the WRA each month.

Potential Consolidation of Best Road Mutual Water

Sunnyslope staff have continued to participate in meetings with representatives from Best Road Mutual and Division of Drinking Water concerning a possible consolidation. Wallace Group was hired by Best Road Mutual to perform a feasibility study to evaluate various options including consolidation with Sunnyslope. A draft of their report was given to Sunnyslope, and staff has reviewed and provided comments regarding the proposed consolidation alternatives. The preferred alternative for Sunnyslope still hinges on the approval and construction of Gavilan College and Fairview Corners. However, other alternatives are also available, though they are likely more costly and complex. This feasibility study is necessary to qualify for State grants paying for the cost of consolidation.

Sale of 2000 GMC Truck

A year 2000 GMC 2500 truck had been declared surplus by the Board and was auctioned through the GovDeals website. The initial buyer was unresponsive after several attempts by District staff to contact them. The truck was reauctioned and sold for \$4,070.

Industrial Wastewater Treatment Plant

Sunnyslope staff have continued to operate the IWTP to treat the tomato cannery wastewater from the San Benito Foods facility. Various alterations were made to the treatment process, including the construction and use of a skimmer, jet nozzles, and multiple recirculation pumps. A pilot treatment system using Suspended Air Floatation (SAF) technology was tested as a pretreatment method. The district was made aware of odors detected in the neighborhood closest to the ponds in late August. The primary cause of these odors was determined to be the result of floating sediments. Staff have been sampled that sludge to determine if a polymer used in that testing of the SAF system likely disrupted the treatment process. Until a solution is determined staff returned to the traditional treatment method of aerating Pond 1. While this uses more electricity, the odors have been eliminated.

Active Developments

1. The Promontory at Ridgemark has raised iron on all valves and manholes in their streets and has installed all the water meter boxes. Construction water meters have been set at several lots as they build houses. Sunnyslope's Well #8 facility will be fully fenced and secure prior to opening of the site to the public.
2. Vista del Calabria has begun installation of the water system in Phases 1 & 2. A temporary horizontal offset is being installed in the existing 14" water main in Enterprise Rd to facilitate the installation of a very deep 72" storm drain crossing Enterprise. The offset will be replaced with straight pipe once the storm drain installation is completed. This pipeline may also need to be relocated into the paved portion of Enterprise to allow for new PG&E utilities to be installed where the pipe currently lies. Design of the new sewer lift station is also progressing.
3. Twin Oaks Phase 3 is conducting final grading and base rocking of their streets. Once streets are fully base rocked, they will conduct pressure and bacteriological testing of the new water system. Upon passing those tests, they will be tied into Sunnyslope's distribution system.
4. Roberts Ranch installed and tested the backflow prevention devices as required for the landscape irrigation services. They have only a few final punch list items remaining.
5. West of Fairview Phase 2 has started to install the water system in the western portion of the development. They are also preparing to being installing the Landscape System pipeline in Fairview Road that will connect to Santana Ranch. That pipeline will allow for large landscape areas in Santana Ranch to be served solely with well water rather than Lessalt water.
6. Santana Ranch Phase 6, 7, and 8 are addressing final punch list items and issues and will likely

be accepted by the district in the coming months.

7. Santana Ranch Apartments Phase 2 has started installing the sewer and storm drain systems. Water will likely begin in early-to-mid October.

Staff Report

Agenda Item: E – 4a

DATE: September 8, 2022 (September 13, 2022 Meeting)

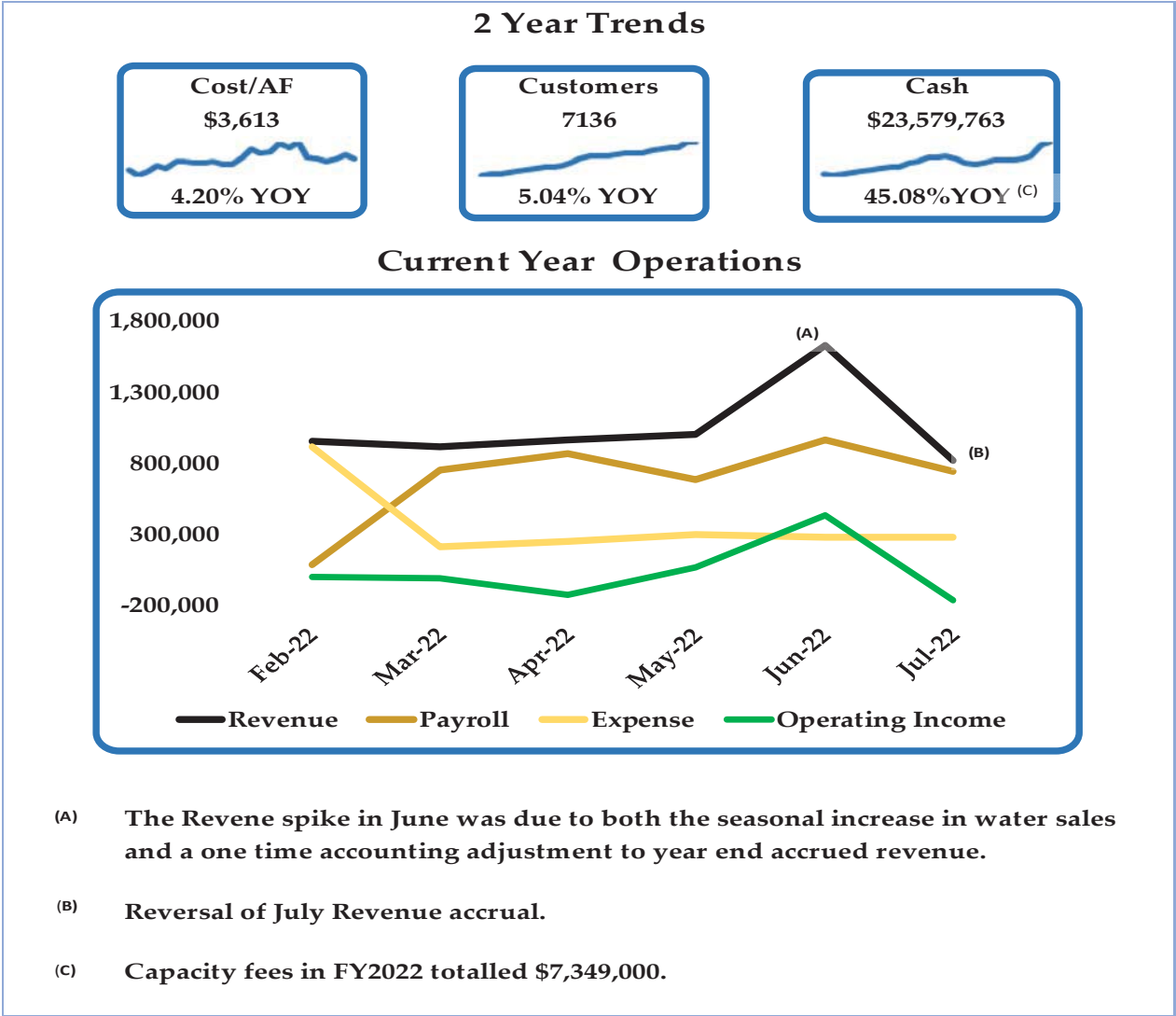
TO: Board of Directors

FROM: Finance & Human Resource Manager, Barry Kelly

SUBJECT: Statements of: a. Operations, b. Income, c. Investment, and d. Board Designated Reserves.

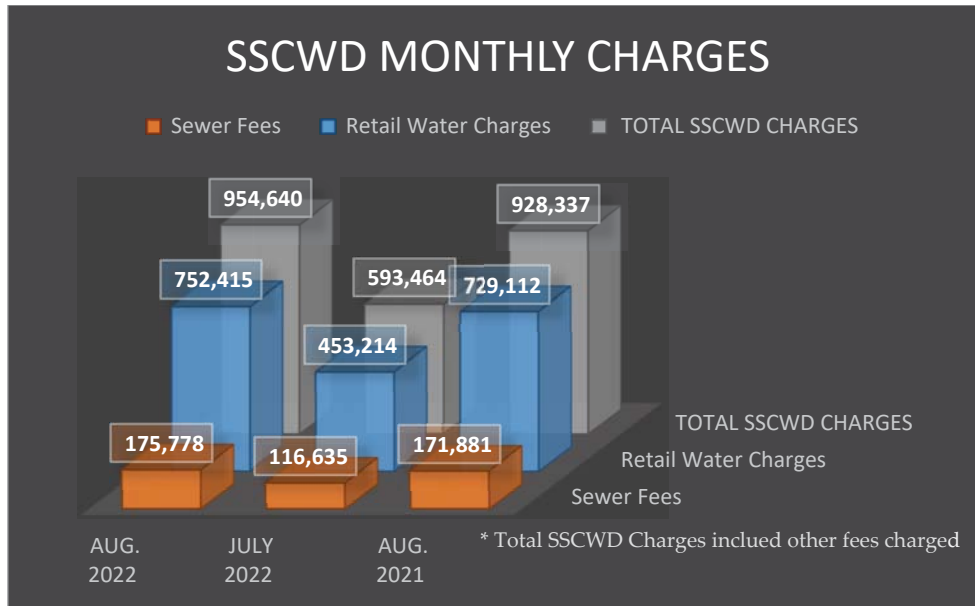
OPERATION SUMMARY

(August 2022)



Capacity increased by only 1 account in FY23 thus far. Due to the high number of prepaid connection fees made in June, the total for the current year is estimated to be 150. We now serve 7,171 customers and 5,274 accounts utilized online services and electronic payments.

August Revenue increased 2.8%. The budget for FY23 is flat. The assumption is that water conservation efforts wash with the growth in accounts, thus the results are running slightly better than forecast. Metered water in August was 89.7 MM gallons vs 88.8 in the prior year.



The percentage of past due accounts receivable through August 22 decreased to 11.59% .

STATEMENT OF INCOME

(July 22)

For the month, we show an overall Net Operating loss of \$169k vs a budgeted loss of \$85k. The negative variance is attributed to the effect of a one-time accounting adjustment in June. The Water department continues to drive the operating shortfall. The growth in costs is modest which is reflected in the Acre Foot per cost statistic. The persistent shortfall highlights the need for the results of the rate study.

The cost per Acre Foot of SSCWD water in July was \$2,666 vs \$2,652 the previous year.

INVESTMENT SUMMARY

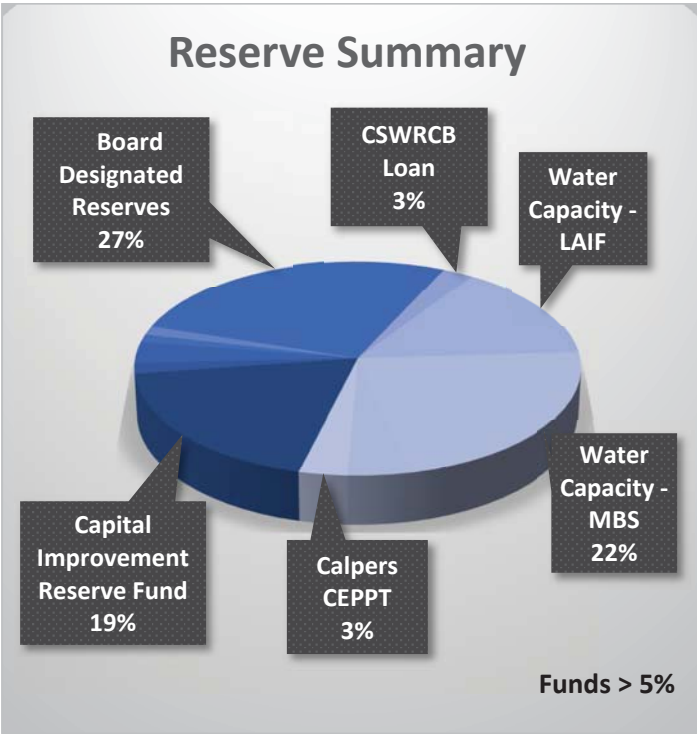
(July 2022)

Cash and invested funds total \$23.6 million, an increase of 800k for the month.

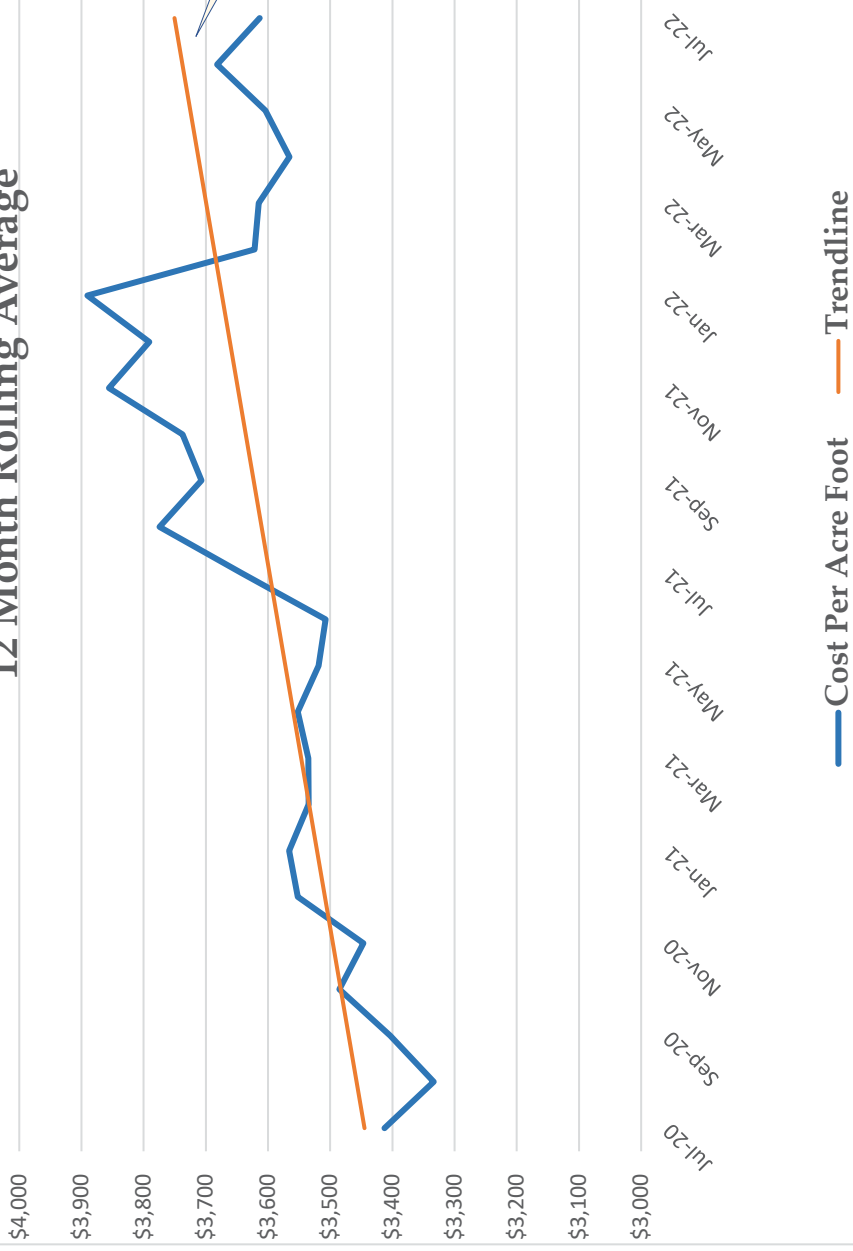
RESERVES

(July 2022)

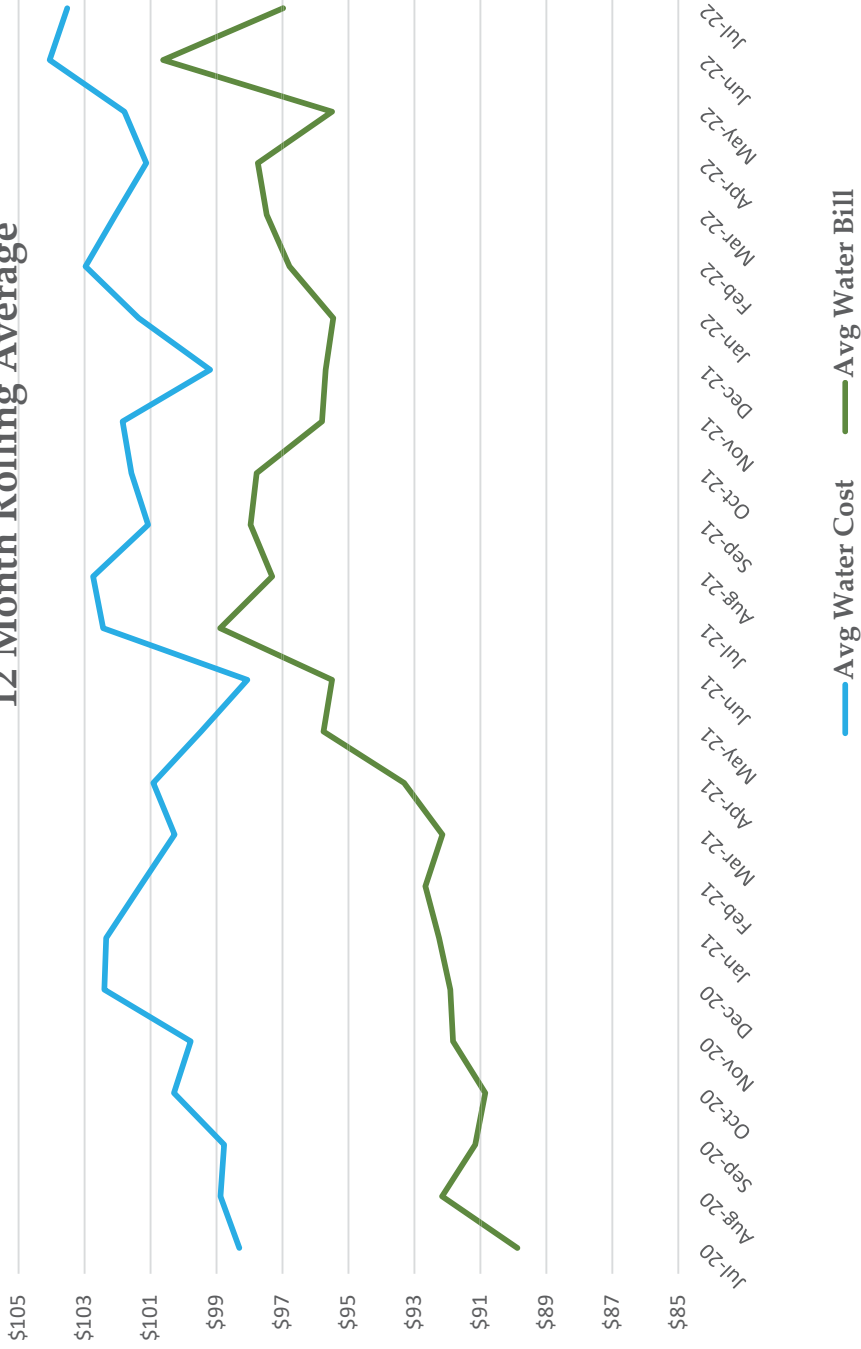
Reserves in July total \$23 million which equals 48% of capitalized assets. See the Board Designated Reserve report for a summary of the transactions and the status of actual expenditures per Board authorized expenditures.



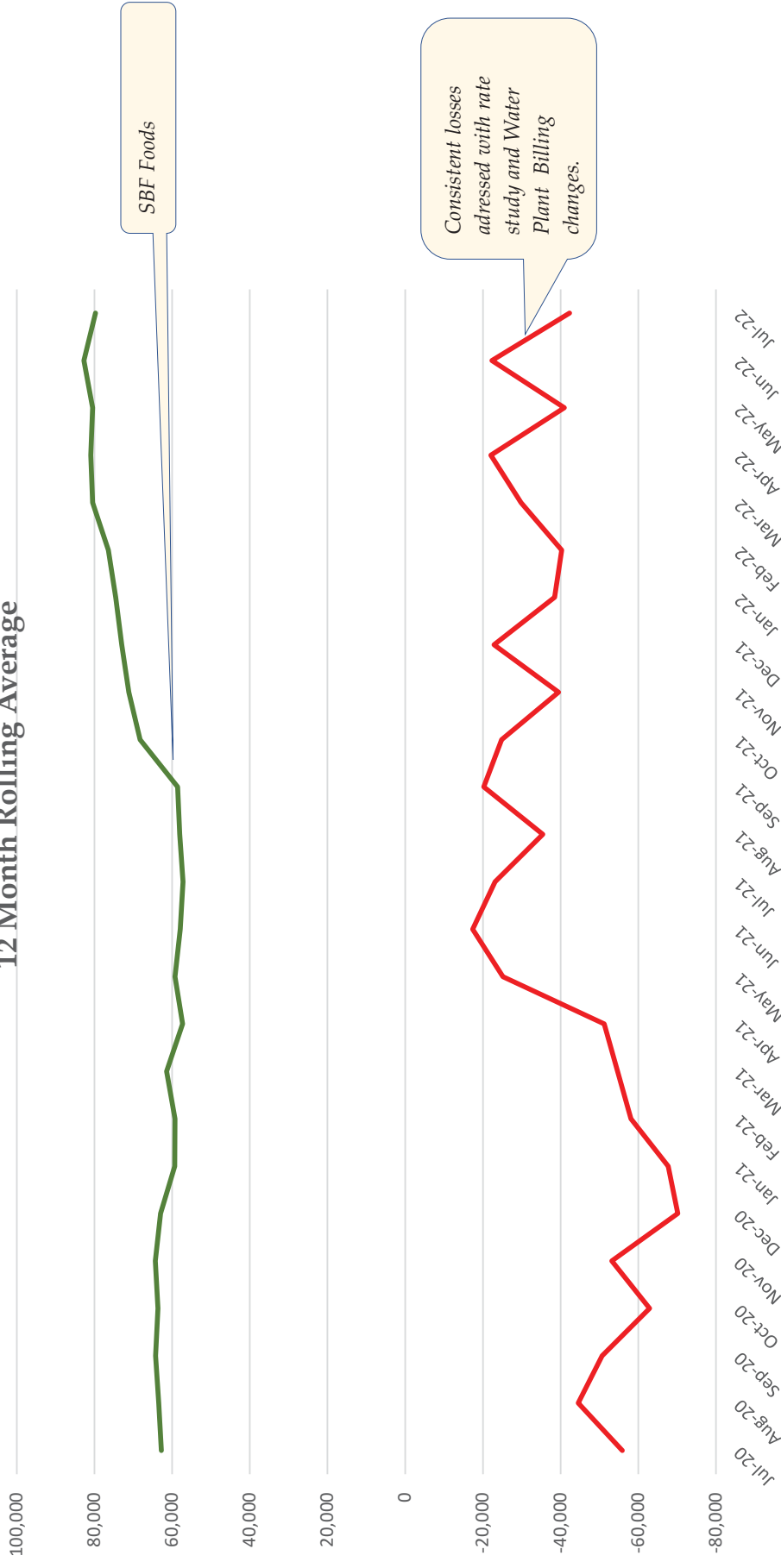
Cost Per Acre Foot 12 Month Rolling Average



Per Customer Water Charges 12 Month Rolling Average



Operating Income by Segment 12 Month Rolling Average



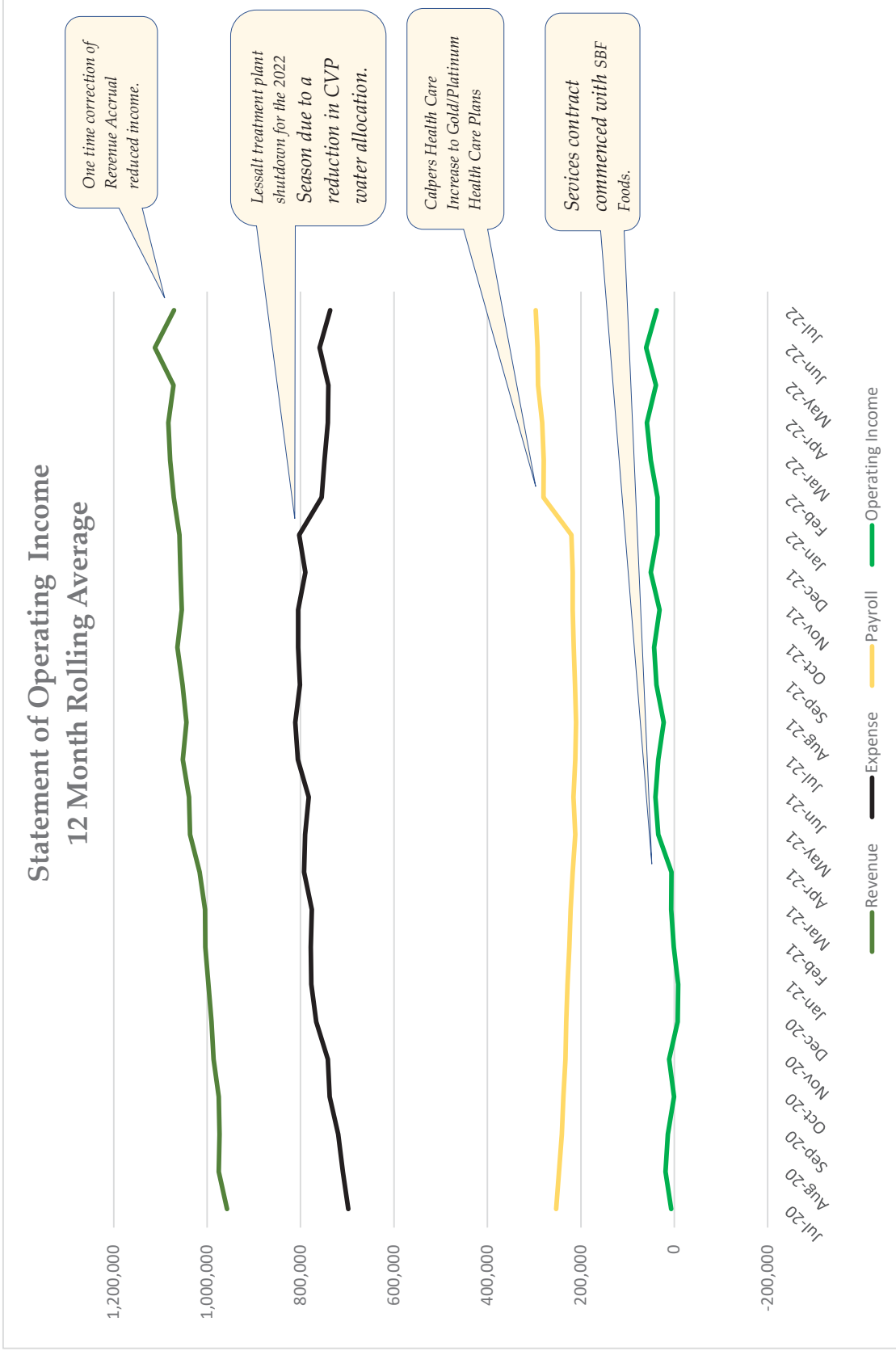
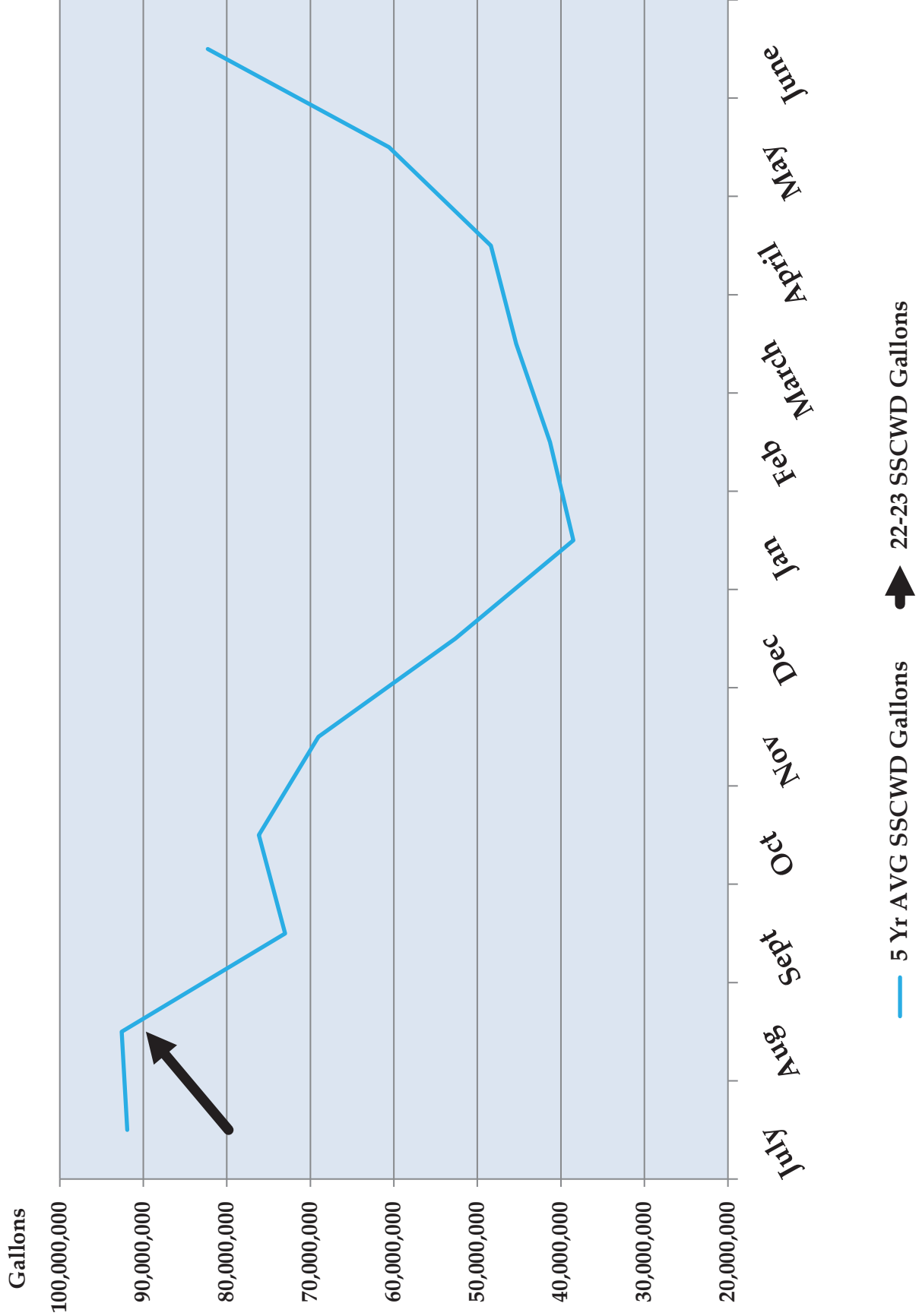


Chart Includes: Only Water Metered to SSCWD Customers,
Chart Does Not Include: COH Interties Wholesale Water Flow

Total Water Metered to SSCWD Customers



Sunnyslope County Water District
2022 / 2023
OPERATION SUMMARY (This Year)

ITEMS	JULY 2022	AUG. 2022	SEPT. 2022	OCT. 2022	NOV. 2022	DEC. 2022	JAN. 2023	FEB. 2023	MAR. 2023	APR. 2023	MAY 2023	JUNE 2023	TOTALS
NO. WATER CAPACITY FEE RECD	-	1											1
NO. MW CAPACITY FEE RECD													-
NO. WATER ACCOUNTS	7136	7171											
NO. SSCWD SEWER ACCTS	1234	1258											
NO. COH SEWER ACCTS	4638	4673											
Total WaterSmart / Invoice Cloud	5,616	5,274	-	-	-	-	-	-	-	-	-	-	-
NO. E-BILL Invoice Cloud (Paperless)	1,711	1,774											
MONTHLY CHARGES													
Retail Water Charges	\$ 453,214.18	\$ 752,415.08											\$ 1,205,629.26
Sewer Fees	116,635.17	175,778.36											292,413.53
Installation Fees	-	405.00											405.00
Late Fees	8,935.54	11,140.54											20,076.08
Admin. Collection Fees, net	13,989.00	14,091.00											28,080.00
COH Billing Fees	690.00	810.00											1,500.00
Other Misc. Fees	593,465.89	954,652.98											\$ 1,548,118.87
TOTAL MONTHLY CHARGES	\$ 1,286,904.78	\$ 2,207,382.96											\$ 2,494,387.11
CITY OF HOLLISTER CHARGES													
COH Sewer Fees	416,964.67	420,086.18											\$ 837,050.85
COH Street Sweeping	10,683.28	10,783.04											21,466.32
COH Senior Discount	(1,246.20)	(1,286.40)											(2,532.60)
Total COH Charges	426,401.75	429,582.82											855,984.57
Late Fees **	-	-											-
TOTAL COH CHARGES	\$ 426,401.75	\$ 429,582.82											\$ 855,984.57
ACCOUNTS RECEIVABLE - Aged													
A/R for Sunnyslope Water **	\$ 948,794.59	\$ 1,011,469.90											
A/R for City of Hollister **	458,304.45	471,885.29											
Outstanding Bills Owed	\$ 1,407,099.04	\$ 1,483,355.19											
% Past Due	13.42%	12.75%											

Sunnyslope County Water District
2022 / 2023
OPERATION SUMMARY (This Year)

ITEMS	JULY 2022	AUG. 2022	SEPT. 2022	OCT. 2022	NOV. 2022	DEC. 2022	JAN. 2023	FEB. 2023	MAR. 2023	APR. 2023	MAY 2023	JUNE 2023	TOTALS
WATER METERED													
Cubic Feet	10,668,300	11,991,600	-	-	-	-	-	-	-	-	-	-	22,659,900
SSCWD Gallons	79,798,884	89,697,168	-	-	-	-	-	-	-	-	-	-	169,496,052
Well Flow to COH Gallons	9,983,400	12,467,500	-	-	-	-	-	-	-	-	-	-	22,460,900
Surface Flow to COH Gallons	4,672,919	6,053,117	-	-	-	-	-	-	-	-	-	-	10,726,036
TOTAL METERED	94,465,203	108,217,785	-	-	-	-	-	-	-	-	-	-	202,682,988
WATER SOURCE													
Well #2 (Southside Road)	14,620,800	16,109,000	-	-	-	-	-	-	-	-	-	-	30,729,800
Well #5 (Ray Cir/Enterprise)	4,426,629	2,873,649	-	-	-	-	-	-	-	-	-	-	7,300,278
Well #7 (Enterprise Rd)	13,104,944	14,774,745	-	-	-	-	-	-	-	-	-	-	27,879,689
Well #8 (Ridgemark)	16,505,000	15,596,000	-	-	-	-	-	-	-	-	-	-	31,901,000
Well #11 (Southside Road)	22,913,000	28,949,000	-	-	-	-	-	-	-	-	-	-	51,862,000
TOTAL from Wells	72,270,373	78,102,394	-	-	-	-	-	-	-	-	-	-	150,372,767
Lessalt W.T.P. I (High Zone)	-	-	-	-	-	-	-	-	-	-	-	-	-
Lessalt W.T.P. I (Middle Zone)	-	-	-	-	-	-	-	-	-	-	-	-	-
West Hills W.T.P. (@ Well #2)	12,203,000	15,694,000	-	-	-	-	-	-	-	-	-	-	27,897,000
West Hills W.T.P. (@ Well #11)	19,908,000	25,536,000	-	-	-	-	-	-	-	-	-	-	45,444,000
TOTAL from Surface Water	32,111,000	41,230,000	-	-	-	-	-	-	-	-	-	-	73,341,000
City Well Flow to SSCWD Gallons	190,200	163,000	-	-	-	-	-	-	-	-	-	-	353,200
City Surface Flow to SSCWD Gallons	11,200	14,400	-	-	-	-	-	-	-	-	-	-	25,600
TOTAL from City Interties	201,400	177,400	-	-	-	-	-	-	-	-	-	-	378,800
TOTAL PUMPED	104,582,773	119,509,794	-	-	-	-	-	-	-	-	-	-	224,092,567
Estimated Water Loss	10,117,570	11,292,009	-	-	-	-	-	-	-	-	-	-	21,409,579
Water Loss %	9.67%	9.44%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	9.554%
Estimated Water Gain	-	-	-	-	-	-	-	-	-	-	-	-	-
Water Gain %	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Total Net Water Loss	-	-	-	-	-	-	-	-	-	-	-	-	-
Cost of Water Produced (Per Acre Foot)	2,666	2,588	-	-	-	-	-	-	-	-	-	-	1,959
Prior YTD Cost	2,652	2,588	2,250	3,210	3,909	3,262	6,078	3,955	4,210	3,903	3,312	2,865	3,277

Sunnyslope County Water District
STATEMENT OF INCOME
FOR THE FISCAL YEAR ENDING JUNE 30, 2023 (This Year)
UN-AUDITED 8/23/2022

*** WATER ***	Jun-22	Jul-22	Variance Over / (Under) Prior Month	Jun-21	Jul-21	YEAR- TO-DATE	PRIOR YEAR- TO-DATE	PROJECTED 22/23 ACTUAL	FY 22/23 BUDGET
OPERATING REVENUES									
Water Sales	1,038,558	443,836	(594,722)	751,340	746,145	443,836	746,145	5,326,035	7,387,000
Contracted Services	228,312	228,312	(0)	220,953	228,312	228,312	228,312	2,739,741	2,518,770
Installation Fees	103,960		(103,960)	29,635	7,765	-	7,765	-	-
Late Fees	12,895	6,255	(6,640)	-	7,328	6,255	7,328	75,058	140,000
Other Revenue	11,619	11,947	328	11,278	10,851	11,947	10,851	119,490	140,000
TOTAL OPERATING REVENUES	1,395,343	690,350	(704,993)	1,013,206	1,000,400	690,350	1,000,400	8,260,324	10,045,770
OPERATING EXPENSES									
Salaries and Benefits	(214,035)	(227,779)	(13,743)	(218,917)	(190,276)	(227,779)	(190,276)	(2,733,344)	(3,315,612)
Operating Expenses	(836,545)	(653,491)	183,054	(672,938)	(760,887)	(653,491)	(760,887)	(7,841,898)	(8,344,748)
TOTAL OPERATING EXPENSES	(1,050,581)	(881,270)	169,310	(891,855)	(951,163)	(881,270)	(951,163)	(10,575,242)	(11,660,360)
NET OPERATING INCOME	344,763	(190,920)	(535,683)	121,351	49,237	(190,920)	49,237	(2,314,918)	(1,614,590)
NON OPERATING INCOME & (EXPENSES)									
Capacity Fees	3,084,050		(3,084,050)	866,225	242,475	-	242,475	-	-
Donated Asset			-			-	-	-	-
Miscellaneous Income (Farm Labor Camp)			-			-	-	-	-
Adjust LAIF Investment to Fair Value			-			-	-	-	-
Interest Income	12,616	-	4,059	-	6,361	16,674	-	200,090	48,000
Allocated from G & A (Interest & Sale of Assets)		(129)	(129)	3,486		(129)	-	(1,544)	-
Other Non-Operational			-	(14,952)			-		
TOTAL NON OPERATING INCOME & (EXPENSES)	3,096,666	16,545	(3,080,120)	861,121	242,475	16,545	242,475	198,546	48,000
NET WATER INCOME (LOSS)	\$ 3,441,428	\$ (174,374)	(3,615,803)	\$ 982,472	\$ 291,712	\$ (174,374)	\$ 291,712	\$ (2,116,372)	\$ (1,566,590)
NET WATER INCOME (LOSS) Adjusted for Non Budgeted Items	\$ 344,763	\$ (190,920)	(535,683)	\$ 106,399	\$ 49,237	\$ (190,920)	\$ 49,237	\$ (2,314,918)	\$ (1,614,590)

Sunnyslope County Water District

STATEMENT OF INCOME
FOR THE FISCAL YEAR ENDING JUNE 30, 2023 (This Year)
UN-AUDITED 8/23/2022

	YEAR-TO-DATE	PRIOR YEAR-TO-DATE	PROJECTED ACTUAL	FY 22/23 BUDGET
	116,635	172,054	1,399,622	2,149,000
	35,154	165,181	421,845	421,845
	-	-	-	-
	2,680	1,832	32,162	35,000
	2,667	2,710	31,999	35,000
	157,136	341,778	1,885,628	2,605,845
	(50,776)	(37,727)	(609,306)	(784,542)
	(85,054)	(247,158)	(1,020,648)	(1,225,103)
	(135,830)	(284,884)	(1,629,954)	(2,009,645)
	21,306	56,894	255,674	596,200
	-	-	-	-
	-	-	-	-
	-	-	-	-
	363	-	4,360	12,000
	-	-	-	-
	(30)	-	(364)	-
	333	-	3,996	12,000
	21,639	56,894	259,670	608,200
	\$ 21,276	\$ 56,894	\$ 255,310	\$ 596,200

	YEAR-TO-DATE	PRIOR YEAR-TO-DATE	PROJECTED ACTUAL	FY 20/21 BUDGET
	(152,735)	348,606	(1,856,702)	(958,390)
	\$ (169,644)	\$ 106,131	\$ (2,059,608)	\$ (1,018,390)

	Jun-22	Jul-22	Variance Over / (Under) Prior Month	Jun-21	Jul-21
*** WASTEWATER ***					
OPERATING REVENUES					
Sewer Sales	219,301	116,635	(102,666)	172,419	172,054
Contracted Services	53,028	35,154	(17,874)		165,181
Installation Fees	1,500		(1,500)		
Late Fees	2,107	2,680	573		1,832
Other Revenue	2,748	2,667	(82)	2,838	2,710
TOTAL OPERATING REVENUES	278,684	157,136	(121,549)	175,257	341,778
OPERATING EXPENSES					
Salaries and Benefits	(64,575)	(50,776)	13,800	(49,649)	(37,727)
Operating Expenses	(126,096)	(85,054)	41,042	(64,502)	(247,158)
TOTAL OPERATING EXPENSES	(190,672)	(135,830)	54,842	(114,151)	(284,884)
NET OPERATING INCOME	88,013	21,306	(66,707)	61,106	56,894
NON OPERATING INCOME & (EXPENSES)					
Capacity Fees	1,299,000		(1,299,000)		-
Miscellaneous Income	-		-		-
Adjust LAIF Investment to Fair Value			-		
Interest Income	1,034	363	(671)		
Allocated from G & A (Interest & Sale of Assets)	(2)		2	872	
Other Non-Operational	(84,037)	(30)	84,006	(20,885)	
TOTAL NON OPERATING INCOME & (EXPENSES)	1,215,996	333	(1,215,662)	(20,013)	-
NET WASTEWATER INCOME (LOSS)	1,304,008	21,639	(1,282,369)	41,092	56,894
NET WASTEWATER INCOME (LOSS)	\$ 3,976	\$ 21,276	(1,282,369)	\$ 40,221	\$ 56,894
<i>Adjusted for Non Budgeted Items</i>					
*** WATER & WASTEWATER ***					
*** COMBINED INCOME (LOSS) WATER & WASTEWATER ***	4,745,437	(152,735)	(4,898,172)	1,023,564	348,606
*** COMBINED INCOME (LOSS) WATER & WASTEWATER	\$ 348,739	\$ (169,644)	\$ (518,383)	\$ 146,620	\$ 106,131
<i>Adjusted for Non - Budgeted Items</i>					

Sunnyslope County Water District
 Investment Summary
 2021 / 2022 (This Year)

BANK ACCOUNT	INTEREST RATE	JULY 2022	JUNE 2022
<u>Heritage Bank of Commerce</u>			
CHECKING ACCOUNT Operating - General Fund	0	6,474,985	6,296,579
CHECKING SUBTOTAL		6,474,985	6,296,579
MONEY MARKET ACCT (MMA) Invested - General Fund	0.35%	4,082,888	4,082,888
MMA SUBTOTAL		4,082,888	4,082,888
<u>L.A.I.F.</u>			
(Local Agency Investment Fund)			
As of: Jul 2022			
General Fund	1.09%	-10,115,844	-10,115,844
Water Connect. Fee	1.09%	4,705,166	4,705,166
Sewer Connect. Fee	1.09%	1,320,135	1,320,135
SRF Loan Reserve	1.09%	760,000	760,000
Board Designated Reserves	1.09%	8,380,859	8,380,859
L.A.I.F. SUBTOTAL		5,050,316	5,050,316
<u>CEPPT</u>			
(CA Employee Pension Plan Trust)			
Employee Pension Reserve	0	1,000,000	640,401
CEPPT SUBTOTAL		1,000,000	640,401
<u>MBS Securites</u>			
(CD Brokerage - Water Capacity Funds)			
Employee Pension Reserve	2.80%	6,971,574	6,704,841
MBS SUBTOTAL		6,971,574	6,704,841
GRAND TOTAL		23,579,763	22,775,024
	YTD Total		
* TOTAL INTEREST RECORDED	17,038	17,038	44,848

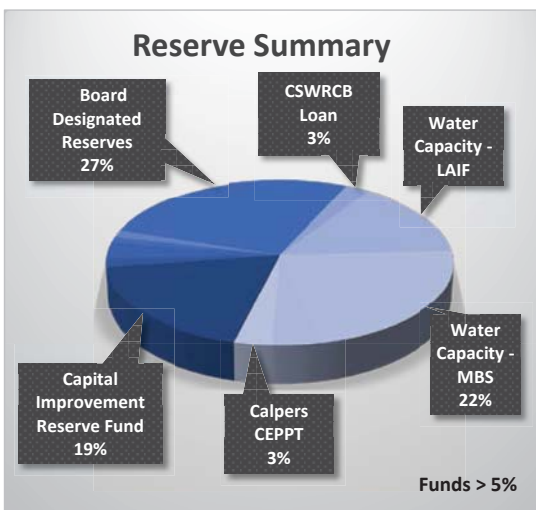
Sunnyslope County Water District

Reserve Summary As of July 31, 2022 (Policy #8600)

	6/30/2022	Increase	Decrease	6/30/2022	6/30/2021	Change
1 Capital Improvement Reserve Fund	\$ 5,863,936			\$ 5,863,936	\$ 1,709,419	\$ 4,154,517
2 Rate Stabilization Fund	250,000		-	250,000	-	\$ 250,000
3 Drought Contingency Reserve	500,000			500,000	400,000	100,000
4 Emergency Fund	1,000,000			1,000,000	100,000	900,000
5 Vehicle Replacement Fund	351,105	3,026		348,078	197,549	150,529
6 Office and Misc. Equipment Replacement Fund	418,845			418,845	266,754	152,091
Board Designated Reserves	8,383,885	3,026	-	8,380,859	2,673,722	5,707,137
7 CSWRCB Loan	760,000			760,000	760,000	-
8 Water Capacity -LAIF	4,606,443	-	98,723	4,705,165	6,732,709	(2,027,543)
8a Water Capacity - MBS	6,971,574	15,902	(250,831)	6,704,841		6,704,841
9 Wastewater Capacity	1,320,135			1,320,135	21,125	1,299,010
10 Calpers CEPPT	1,000,000		(359,599)	640,401	-	640,401
Legally Restricted Reserves	14,658,152	15,902	(511,708)	14,130,542	7,513,834	6,616,708
TOTAL	\$ 23,042,037	\$ 18,928	\$ (511,708)	\$ 22,511,401	\$ 10,187,556	\$ 12,323,845
Unreserved Cash & Invested Funds	\$537,726.22					
Percentage of Total Capital Assets	48.33%					

Detailed Transactions:

Depr. Expense	\$ 3,026		\$ 461,194
Board Authorized Changes to Policy #8600	\$ -		\$ 5,729,257
LAIF Interest Income	\$ -		\$ 20,013
MBS Interest	\$ 15,902		\$ 5,672
Debt Amortization		98,723	\$ (1,184,682)
Water Capacity Fees		-	\$ (862,875)
Sewer Capacity Fees			\$ 1,299,000
CEPPT Funding			\$ 1,000,000
Transfer To MBS	-		\$ 6,950,000
Fixed asset Additions	-	-	\$ (483,314)
Fair Market Value & Misc Adj		(610,430)	\$ (610,420)
	\$ 18,928	\$ (511,708)	\$ 12,323,845



Board Approved Disbursement Analysis

Date:	Description:	Vendor	Resolution	Actual
1/19/2021	Audit (FY21, FY22 & FY 23)	MRBK	76,160	27,870
2/16/2021	Outsource Invoicing	Info Send	25,000	0
11/16/2021	Temetra	Meter Valve & Cc	30,000	10,640
2/15/2022	District Election	SBC	60,000	0
2/15/2022	Rate Study	Raftelis	84,502	3,605
2/15/2022	Ignition SCADA part 2	Frisch & Calcon	127,000	146,959
8/16/2022	Fuel Trailer	Thunder Creek	30,000	0

Sunnyslope County Water District

Fiscal Year 2022

Board Restricted Reserves

Name	Purpose	Determination	Interest
Capital Improvement Reserve Funds	To provide funds for Projects, improvements and major infrastructure repairs specifically identified as necessary in either a two year horizon or long term. Funds will also be designated as either water or waste water related.	The minimum amount is the 2 year estimate of planned capital expenditures. This fund may be replenished from either an existing capacity fund or current operations. If the source is from a capacity fund, 100% of the amount will be transferred if available. If sourced from operations, a portion of the total need is allocated based upon when the project is scheduled. The goal is to make monthly additions to approximately equal depreciation on capital improvements. Funds will be drawn down as the improvements are paid for.	Allocated based upon the percentage of the total water or wastewater funds invested in a portfolio of laddered securities for each type.
Rate Stabilization Fund	To mitigate the effects of occasional shortfalls in budgeted revenue due to economic conditions, unpredicted government mandates or changes in regulatory oversight.	Funds in reserve may be allocated to cover unpredicted events negatively effecting operating cashflow until the fiscal budgetary process and rate structure can be adjusted to mitigate the effect. No minimum or maximum is currently set. Additons maybe allocated at the discretion of the Board subject to unrestricted funds available.	Allocated based upon the percentage of the total water funds invested in a portfolio of laddered securities.
Drought Contingency Reserve	May be used in the event of water revenue shortfall from the impact of drought related restricted sales.	To be funded initially at 10% of budgeted water revenue. Additions and use of the funds to be authorized by the Board based on the continuance and severity of the drought.	Allocated based upon the percentage of the total water funds invested in a portfolio of laddered securities.
Emergency Fund	May be used for unbudgeted capital replacement or repairs for unexpected needs. Events of this type could stem from earthquake, vandalism, theft or some other circumstance that can not readily be predicted within the normal operating cycle.	To be funded initially with \$250,000. At the beginning of each fiscal year, the fund will be replenished if drawn down below the minimum. There is no maximum.	Allocated based upon the percentage of the total water & wastewater funds invested in a portfolio of laddered securities.
Vehicle Replacement Fund	This is a sinking fund created to capture the depreciated value of capitalized vehicles. The balance is used to fund the replacement of capitalized assets at the end of their useful lives.	Fund to be replenished monthly in an amount equal to depreciation plus Board authorized additions in the approved capital budget plan. Funds will be drawn down as purchases are made.	Allocated based upon the percentage of the total water & wastewater funds invested in a portfolio of laddered securities.
Office and Misc. Equipment Replacement Fund	This is a sinking fund created to capture the depreciated value of capitalized general and administrative related assets. The balance is used to fund the replacement of capitalized assets at the end of their useful lives	Fund to be replenished monthly in an amount equal to depreciation plus Board authorized additions in the approved capital budget plan. Funds will be drawn down as purchases are made.	Allocated based upon the percentage of the total water & wastewater funds invested in a portfolio of laddered securities.

Sunnyslope County Water District

Fiscal Year 2022

Legally Restricted Reserves

Name	Purpose	Determination	Interest
CSWRCB SRF Loan	Governed by Ca State Water Resources Loan Agreement for the construction of the Ridgemark Wastewater treatment facility.	The SRF agreement must be equal to one year of debt service which equals approximately \$760,000 in 2022.	Allocated based upon the percentage of the total wastewater funds invested in a portfolio of laddered securities.
Connections-Water Capacity	Water Capacity fees are collected from developers of new projects. The reserve is to fund future maintenance and replacement of the acquired assets used to service the new development.	Fees are collected based on meter size to ensure that new customers pay their fair share of the capital costs. The funds are allocated to the Capital Improvement reserve as the need to replace and repair as determined.	Allocated based upon the percentage of the total water funds invested in a portfolio of laddered securities.
Connections-Wastewater Capacity	Wastewater Capacity fees are collected from developers of new projects served by the Ridgemark SBR plant. The reserve is to fund future maintenance and replacement of acquired assets used to service the new development and pay for ongoing repair and maintenance of the plant.	Fees are collected based upon equivalent dwelling units to ensure that customers pay their fair share of capital costs. The funds are allocated to the Capital improvement reserve as the need to replace and repair as determined	Allocated based upon the percentage of the total wastewater funds invested in a portfolio of laddered securities.
Calpers Retirement Prefunding - CEPPT	CEPPT is a Calpers trust dedicated towards the payment of future pension obligations. Funds are invested with a strategy to earn a rate of return comparable to the estimated return of the overall pension trust which is approximately 7%.	Initial funding is \$1,000,000. Future amounts will be determined by the Board based upon actuarial assumptions regarding potential shortfalls. Trust funds can be used to pay current pension obligations.	Actual Gains and losses earned and reported by Calpers

Staff Report

Agenda Item: E – 5a

DATE: September 9, 2022 (September 13, 2022, Meeting)

TO: Board of Directors

FROM: Water/Wastewater Superintendent, Jose J. Rodriguez

SUBJECT: Superintendent Monthly Status Report: a. Maintenance, b. City Meter Reading, and c. Groundwater Level Measurement.

Narrative

1. All three water reports were completed and submitted on time by August 10, 2022.
2. Staff attended “Underground Utility Locator Refresher Training” which was provided by DKF Solutions Group. The training reviewed key concepts of applied electromagnetic theory and provide an overview of the Common Ground Alliance (CGA) Best Practices for Locating and Marking and NULCA guidelines.
3. All permitted samples collected and submitted as required by State Water Resources Control Board
4. City of Hollister’s new Public Works Director, Willian Via and Environmental Programs Manager, Michael Grzan toured the WestHills Facility on August 2nd.
5. Staff flushed 78 hydrants in the month. Although the district is in a Tier 2 water restriction mandate, the district must continue performing this task to maintain the water quality and reduce disinfectant byproducts in the distribution system. By flushing, we are maintaining our water distribution lines to ensure good quality water. We maintain that we will flush 30-35% of the districts hydrant per year which would complete the entire system on the third year. In 2021, staff flushed a total of 342 of 938 (36%) hydrants in the district.
6. The West Hills Facility produced 74.6 million gallons of treated water, with an average of 2.40 million gallons per day (MGD) in August. Staff continuously monitored water quality, analyzer results and adjust to sustain permit requirements.
7. Monterey Bay Air Resources District (MBARD) inspected the Industrial Wastewater Treatment Plant (IWTP) several times in the month of August. Sunnyslope and Neil Jones staff accompanied MBARD representative around the facility and neighborhood. Odors were minimal during their visit.
8. SSCWD staff operated the Suspended Air Flotation (SAF) unit for Neil Jones on several days in the month. Process control samples were collected and sent out to a lab for testing.
9. Additional aerators were turned on in the primary pond to assist in eliminating minor odors.

In addition to the daily, weekly & monthly work schedule, our maintenance personnel also performed these additional special work projects.

Water (8) August 2022

1. Completed training on utility marking and USA 811 tickets.
2. Well #8 breaker faulted in the open position not allowing the well to operate properly. Breaker failed in the open position which prevented power to the well. JM Electrical replaced main electrical breaker and tested for proper operation. Spare breaker was ordered and stored as a back-up.
3. Staff pulled, cleaned, and inspected chlorine injectors at all well sites. Warmer weather can cause several issues withing the chlorine delivery unit which delivers chemical to the distribution system such as calcification, off gassing and corrosion to equipment. Staff routinely remove the wells from service and perform Preventative Maintenance (PM) on equipment which will include replacing damaged or worn consumables, clean and remove any scaling accumulated, calibrating pumps for proper dose output and test alarm systems.
4. Replaced curb stop @ 1070 Westward Drive.
5. Replaced leaking water service lines at 1081 & 1071 Caputo Court.
6. Replaced curb stop @ 1601 Sunnyslope Road.
7. Replaced curb stop at Ridgemark reality office.
8. Took old electronic to RJR for recycling.

LESSALT Water Treatment Plant (5)

1. Cut and cleared weeds around facility.
2. Replaced leaking lines on high zone pumps #1 & #2.
3. Cleaned raw water turbidity meter and y-strainer.
4. Peroxide cleaned Total Organic Carbon analyzer.
5. Replaced burnt out lights in facility.

West Hills Water Treatment Plant (5)

1. Replaced sample pump in clear well. This pump delivers a continues sample of chlorinated effluent water to an analyzer to monitor that limits are being met. The reading is part of a calculation to determine proper Contact Time in the clear well. Contact time is a measurement of the length of time it takes for chlorine at a given disinfectant concentration being achieved before the water gets to the public.
2. Gave tour of plant to City of Hollister officials.

3. Rebuilt permanganate pump #2. This pump is used to pump sodium permanganate to the RAW water as a pre-oxidant to oxidize any Iron and Manganese in the raw water for subsequent removal in the filters.
4. Weed whacked and cleared weeds around facility.
5. Replaced harmonic filters on return pumps 1 & 2. Harmonic filters are series or parallel resonant circuits designed to shunt or block harmonic currents. They reduce the harmonic currents flowing in the power system from the source and thereby reduce the harmonic voltage distortion in the system.



Project Location	: Sunnyslope County Water District - WestHills Water Treatment Plant
Project	: Sample delivery pump replacement
Department	: Water Department
Description	: This pump delivers a continuous sample of chlorinated effluent water to an analyzer to monitor that limits are being met. The reading is part of a calculation to determine proper Contact Time in the clear well.

Wastewater (3)

1. Continued jetting sewer system. Sunnyslope staff hydro jets the Ridgemark sewer system twice per year. The process takes about 2-3 months.
2. Inspected blower room exhaust fan @ SBR. Greased bearings and tightened belt.
3. Repaired leaking drain line on headworks manual bar screen @ SBR.

Industrial Plant (5)

1. Plant receiving on average 1.7 million gallons per day (MGD) of tomato wastewater.
2. Suspended Air Flotation (SAF) was in operation 3 days per week beginning August 23rd.
3. Received odor complaints from the general public on August 14th and 15th. The source of the odors are believed to have been created by a dump that the cannery that they had over that weekend and failed to notify staff so it could be properly addressed.
4. Received additional complains from nearby neighborhood on the 26th and the 28th. Additional process control changes were made to minimize such odors.
5. Monterey Air Quality Control Board inspected plant operations.



Project Location	: Industrial Wastewater Treatment Plant
Project	: Basin #2 Effluent & SAF Unit
Department	: Sanitation Department
Description	: San Benito Food discharged into newly excavated Basins and SAF unit

Completed This Month	Job Descriptions	Completed YTD 2022 – 2023 July 1 to June 30	Completed 2021 – 2022 July 1 to June 30	Completed 2020 – 2021 July 1 to June 30	Completed 2019 – 2020 July 1 to June 30
245	Work Orders	481	2520	2469	2715
50	Temporary Manual Read Water Meters Installed in New Construction Accounts	50	292	368	256
0	Radio Read Meters & ERTs Installed in New Construction Accounts	0	1	21	0
33	Total: Manual Read Meters Replaced with Radio Read Meters & ERT's, including Radio Meters Installed in New Construction Accounts	49 (Total = 6972)	300	282	191
23	Existing Radio Read Meters & ERTs Replaced with New Radio Read Meters & ERTs	60	309	322	304
74	Valves Exercised (Approx. 2674 in SSCWD System 3/2021)	91	487	721	319
78	Fire Hydrants Flushed (Approx. 938 in SSCWD System 3/2021)	98	342	749	281
23	Meters on Repair List	61	335	326	449
15	Emergency Calls	40	161	174	156
149	Locates on our Water/Sewer Lines	301	1816	1732	1037
0	Sewer Inspections	0	0	0	0
0	Shutoff Notices	0	0	0	112
2	Water Services Replaced	4 (Total = 938)	39	12	15

(3/2021 Update Valve and Fire Hydrant Count, Includes Santana Ranch pH 1, Villages, Tyler Knoll, Walnut Park, Creekside)



Hollister/Sunnyslope Intertie Water Balance

Report Date: September 1, 2022		to		August 15, 2022	
Current Consumption Period: July 13, 2022					
Intertie Location	Groundwater Flow to COH	Surface Flow to COH	Groundwater Flow to SSCWD	Surface Flow to SSCWD	to
	i n G a l l o n s				
Southside Road Intertie Water Total Flow	0	2,730,817			
Sunset & Memorial Water Total Flow	8,385,400	2,299,400	0		0
Sunnyslope & Memorial Water Total Flow	2,328,800	617,000	151,500		12,300
Hillcrest and Memorial Water Total Flow	2,200	100	11,500		2,100
Santa Ana & La Baig Water Total Flow	1,751,100	405,800			
Intertie Sub-Total Water Flow	12,467,500	6,053,117	163,000		14,400
<i>Total Combined Surface and Ground Water Intertie Flow</i>	18,520,617		177,400		
City of Hollister Well 2 Surface Water Total Flow (West Hills)		11,434,000			
City of Hollister Well 4 Surface Water Total Flow (West Hills)		15,648,000			
City of Hollister Well 5 Surface Water Total Flow (West Hills)		14,824,000			
Sunnyslope Well 2 Surface Water Total Flow (West Hills)				15,694,000	
Sunnyslope Well 11 Surface Water Total Flow (West Hills)				25,536,000	
Sunnyslope Surface Water Total Flow (LESSALT)					0
Surface Water Flow Sub-Totals		41,906,000			41,230,000
Ground Water and Surface Water Flow Totals	12,467,500	47,959,117	163,000		41,244,400
Current Period:	COH half of Surface Water Flow to Distribution (LESSALT & WH)		41,568,000		
	Net Ground/Surface Water Balance Owed to SSCWD (to COH)	12,304,500	6,376,717		
	Beginning Water Balance Owed to SSCWD (to COH)	755,238,575	-340,834,977		
	Gallons Billed to COH thru Report Date July 13, 2022	0		Informational Last Month Net Total	414,403,598
	Sub-total Ending Water Balance Owed to SSCWD (to COH)	767,543,075	-334,458,260	Net Sub Total	433,084,815
	Half of Total Gallons LESSALT Discharge to City of Hollister Wastewater Treatment Plant during the current consumption period			-	
	Exchange Factor; Half of the total gallons discharged to COH WWTP from LESSALT multiplied by a factor of 4			-	
	Ending Water Balance Owed to SSCWD (to COH)	767,543,075	-334,458,260	Net Total	433,084,815

Current:	West Hills WTP Total Flow to Distribution	83,136,000			
	Percent of Surface Water Received	COH	50.4%	SSCWD	49.6%
Current:	COH half of West Hills WTP Total Flow to Distribution	41,568,000			
	West Hills WTP Surface Water Total Flow to COH	41,906,000			

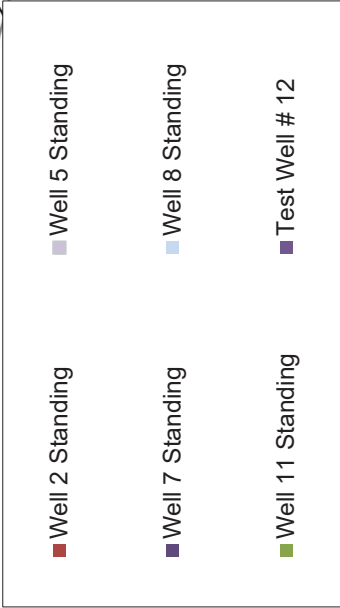
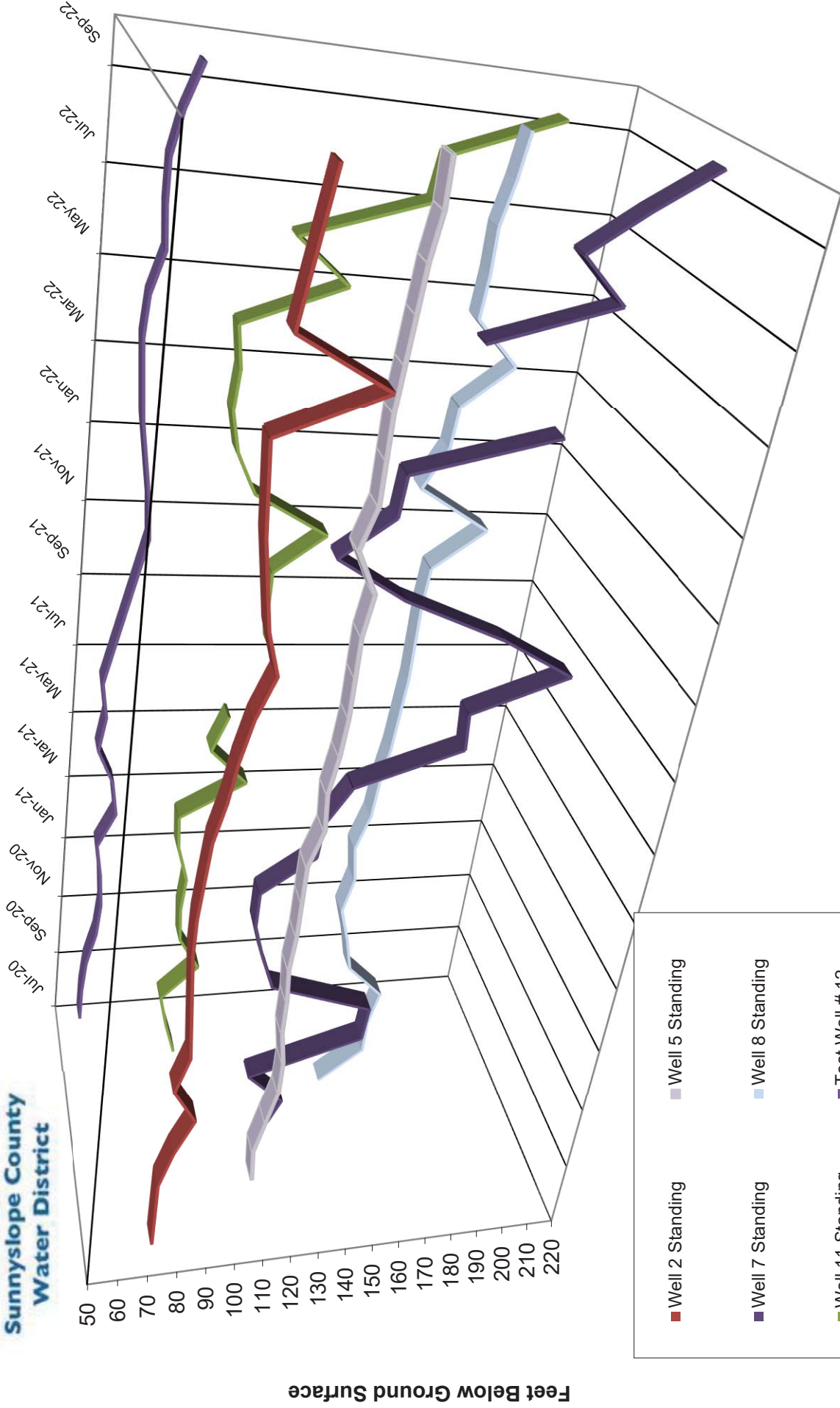
From April 1, 2021 to Present					
YTD	LESSALT WTP Total Flow to Distribution	129,596,000			
	West Hills WTP Total Flow to Distribution	854,152,500			
	Surface WTPs Total Flow to Distribution	983,748,500			
	Total YTD Surface Flow to COH/SSCWD	COH	526,579,395	SSCWD	457,169,105
	Percent of Surface Water Received	COH	53.5%	SSCWD	46.5%

Depth to Standing Water Level Below Ground Surface



**Sunnyslope County
 Water District**

Month/Year



Ground Elevation in Feet Above Sea Level
 Well 2 = 325
 Well 5 = 438
 Well 7 = 361
 Well 8 = 481
 Well 11 = 330
 Test Well 12 = 308

Staff Report

Agenda Item: E – 6

DATE: September 8, 2022 (September 13, 2022 Meeting)
TO: Board of Directors
FROM: General Manager, Drew Lander P.E.
SUBJECT: General Manager Monthly Status Report

ACTIVE TASKS:

- 1. Staffing Changes** – The district has received applications and is currently interviewing perspective candidates to fill the Billing/Public Relations Specialist position. It is important that a qualified candidate fill this position as quickly as possible so that the new staff can participate in the Tyler Billing software transition.
- 2. Office Technology and Public Access** – Tyler ERP Billing software conversion remains on track for October implementation. The Temetra meter reading software conversion approved by the Board last year is moving forward again after a significant delay in receiving the handheld field equipment which had stalled this project. The new meter reading software should be installed by October. Automatic meter reading by remote antenna is slowly moving again, but it also is plagued by slow acquisition of electronic equipment.
- 3. IWTP Update** – The industrial wastewater treatment plant experienced a couple of afternoons where strong winds blew odors into the adjacent neighborhood. Although this occurrence of odors is regretful, the response by staff to resolve the odors was very encouraging. Since operation of the ponds included multiple significant process changes this year many hours have been spent analyzing the results of the changing chemistry.
- 4. LAFCO Concerns** – The City Manager moved the city council discussion of a possible contract between SSCWD and the City for sewer treatment service until October 3rd. This delay has been regretful due to the number of concerns that will be addressed through the request to purchase treatment capacity. The pending LAFCO concerns regarding SSCWD's serving of wastewater North of Highway 25 have been postponed until after the October 3rd city council meeting.

5. **Governance Committee** – The Governance committee meeting was very helpful. The amendment of the Hollister Urban Area Water/Wastewater management plan to include San Juan Bautista has been circulated and the SSCWD Water/Wastewater Committee is discussing and reviewing the document. When a final draft has been proposed it will be presented to the full board for discussion and support.

6. **Permit Compliance** – Monthly water reports have been completed on time and no violations were reported.

Staff Report

Agenda Item: E-7

DATE: September 8, 2022 (September 13, 2022 Meeting)

TO: Board of Directors

FROM: Drew A. Lander, General Manager

SUBJECT: Approval of Resolution No. 580 of the Board of Directors of the Sunnyslope County Water District – Hollister California Proclaiming a Local Emergency, Ratifying the State of Emergency Proclaimed on March 4, 2020, and Authorizing Remote Teleconference Meetings of all District Legislative Bodies for the Following 30 Days in Accord with the Ralph M. Brown Act (Not a project under CEQA per Article 20, Section 15378).

RECOMMENDATION:

Approve by consent that the findings required by AB 361 are still current and relevant and authorize the President to sign a Resolution of the Board authorizing remote teleconference meetings of all district legislative bodies for the following 30 days as provided by law.

BACKGROUND:

At the October 5th, 2021 special meeting the Board discussed and approved Resolution #562 to allow the use of remote meeting access for the following 30 days. This item appeared as a consent agenda item since November and was extended through Resolutions #563, #564, #567, #569, #571, #573, #575, #577, #578 and again having concluded the findings remain current, Resolution #580 extends the used of remote meeting access throughout September for another 30 days.

In September 2021 Governor Newsom signed into effect AB 361, allowing public agencies to hold public meetings through teleconferencing as long as there is a state-proclaimed state of emergency.

AB 361 amends the Brown Act to allow SSCWD to continue using teleconferencing and virtual meeting technology as long as:

- There is a “Proclaimed State of Emergency;”
- State or local officials impose or recommend measures that promote social distancing; or
- SSCWD’s Board finds that, by a majority vote, meeting in person would present an imminent safety risk to attendees.

The March 4, 2020 Proclamation of State of Emergency is still in effect. An Emergency Proclamation is not terminated until the Governor, or Legislature, proclaims it to be terminated. (GC 8629.) Accordingly, the current State of Emergency will remain until it is terminated with a Proclamation Terminating the State of Emergency.

AB 361 Remote Meeting Findings Required:

SSCWD must make the following findings by majority vote:

- SSCWD has reconsidered the circumstances of the state of emergency; and
- Any of the following circumstances exist:
 - The state of emergency continues to directly impact the ability of the members to meet safely in person; or
 - State or local officials continue to impose or recommend measures to promote social distancing.

These findings must be made no later than 30 days after meeting remotely for the first time and every 30 days thereafter.

AB 361 will sunset on January 1, 2024.

FISCAL IMPACT:

No change in the fiscal impact is anticipated with the continuation of remote access for District public meetings. The cost of online access software is paid through June 2023.

ENVIRONMENTAL IMPACT:

The proposed action is not a project as defined by the California Environmental Quality Act per Article 20, Section 15378.

Attached: Resolution #580

RESOLUTION No. 580

A Resolution of the Board of Directors of the Sunnyslope County Water District – Hollister California Proclaiming a Local Emergency, Ratifying the State of Emergency Proclaimed on March 4, 2020, and Authorizing Remote Teleconference Meetings of all District Legislative Bodies for the Following 30 Days In Accord with the Ralph M. Brown Act

FACTS

1. The Board of Directors is committed to preserving and nurturing public access and participation in meetings of the Boards; and
2. All meetings of District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and observe District legislative bodies conduct business; and
3. The Brown Act, Government Code section 54953(e), enables remote teleconferencing participation in meetings by members of a legislative body, without strict compliance with requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and
4. One required condition is that a state of emergency has been declared by the Governor of the State of California pursuant to Government Code section 8625, proclaiming existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and
5. A proclamation is made that there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the District's jurisdiction, caused by natural, technological, or human-caused disasters; and
6. State or local officials have imposed or recommended measures to promote social distancing, or, that having the legislative body meet in person would present imminent risks to the health and safety of attendees; and
7. The Board of Director's affirms these conditions now exist in its jurisdiction. Specifically, on March 4, 2020, the Governor proclaimed a State of Emergency to exist as a result of the threat of COVID-19. That Proclamation has not been terminated by either the Governor or the Legislature pursuant to Government Code section 8629; and
8. Despite sustained efforts to remedy this circumstance, the District determines that meeting in person poses an imminent risk to health and safety of attendees due to the COVID-19 virus and its variants; and
9. The Board of Directors finds the emergency created by the COVID-19 virus and its variants has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor and similar local health orders that require social distancing; and
10. As a consequence of the local emergency, the Board of Directors determines that all legislative bodies of the District are required to conduct their meetings without full

compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that those District legislative bodies shall comply with the requirements to provide public access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

11. Each District legislative body shall continue to conduct meetings with public access available via call-in or internet-based service options and the public shall be allowed to address the legislative body directly in real time; and
12. This Resolution shall authorize the General Manager to establish and maintain platforms necessary for each District legislative body to hold teleconference meetings and provide an avenue for real-time public comments for such meetings; and
13. The Board of Directors finds the introduction and adoption of this resolution is not subject to the California Environmental Quality Act (CEQA) as the activity is not a project as defined in Section 15378) of the CEQA Guidelines.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SUNNYSLOPE COUNTY WATER DISTRICT:

SECTION 1. RECITALS. The foregoing Findings are true and correct and are adopted by the Board of Directors as though set forth in full.

SECTION 2. PROCLAMATION OF LOCAL EMERGENCY. The Board of Directors hereby proclaims that a local emergency now exists throughout the District, and meeting in person would present imminent risk as a result of the COVID-19 virus and its variants.

SECTION 3. RATIFICATION OF PROCLAMATION OF A STATE OF EMERGENCY. The Board of Directors hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

SECTION 4. REMOTE TELECONFERENCE MEETINGS. The General Manager and legislative bodies of Sunnyslope County Water District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

SECTION 5. EFFECTIVE DATE OF RESOLUTION. This Resolution shall take effect immediately upon its adoption and shall remain in effect for a period of 30 days, or until such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which District legislative bodies may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE SUNNYSLOPE
COUNTY WATER DISTRICT this 13th day of September 2022, by the following
vote:

AYES: Directors –
NAYS:
ABSENT:

SUNNYSLOPE COUNTY WATER DISTRICT:

Signed: _____

Jerry Buzzetta, President

(seal)

ATTEST:

By: _____

Drew A. Lander, Secretary of the Board of Directors

Staff Report

Agenda Item: F-1

DATE: September 9, 2022 (September 13, 2022 Meeting)

TO: Board of Directors

FROM: General Manager, Drew Lander P.E.

SUBJECT: Approve and Ratify the Action Taken by the General Manager to Execute a Contract for Professional Services with EVA Green Power for the Development and Design of a Ground Mount Solar Array in an Amount not to Exceed \$16,000. (Not a Project Under CEQA per Article 20, Section 15378).

BACKGROUND:

District staff have been working closely PG&E to improve power efficiency throughout the District. The engineering firm AESC-Inc. is a contact service provider who is paid through our local power company PG&E to evaluate when PG&E programs can significantly benefit large power users. AESC-Inc. introduced staff to a solar design firm named EVA Green Power who works closely with PG&E to take advantage of PG&E programs for large power generation installations.

Significant changes recently adopted by the legislatures at both the Federal and State levels have greatly improved the potential return on investment of large solar arrays. Of most significance is that the Inflation Reduction Act has proposed that tax exempt entities may benefit from up to 30% direct payment reimbursement for solar installations. PG&E currently has less than 6MW of large generation capacity available for contract. Early calculations suggest that the District could benefit significantly from up to 1MW of solar generation however sizing around 600kW will allow the District to continue to implement future efficiency improvements without installing too much power generation. PG&E does not pay much for power overage that an array may produce so it does not benefit a power user much to over design the array.

FISCAL IMPACT:

Basic fiscal analysis shows a break-even payback at 4.5 years. This would mean that in less than 5 years the district could have an annual income stream of \$250,000. This investment would greatly exceed even the current 3.5% interest rates we could obtain presently in 5 year investment bonds.

SYSTEM DESIGN EXAMPLE:

System Size: 600 kW (1,456 panels)

Annual Solar Production: 1,003,044 kWh/yr

PG&E: Single interconnection with NEM AGG through the [PGE Renewable Energy Self Generation Bill Credit Transfer Program](#)

- Total Program cap of 105.25 MW
- Total already interconnected: 53.792 MW
- Total in-progress: 45.667 MW
- Program currently only has **5.791** MW of capacity left: [CA Gov Code 4217](#) available to expedite process

Service Account	Annual Energy (kWh/yr)	Annual Energy Cost
Enterprise Well 7	92,052	\$28,050
Oak Canyon Lift Station	26,364	\$8,493
Ridgemark 1 Wastewater Treatment Pond (Aerators)	No Usage	
Ridgemark 2 Wastewater Treatment Ponds	12,922	\$4,308
Main Lift Station Marks Drive	62,976	\$16,842
Airline Booster Station	Minimal Usage	
Ridgemark Well 5	72,134	\$22,084
10 Georges Drive (Ridgemark WWTP)	229,124	\$54,094
Ridgemark Well 8	217,500	\$65,732
Paullus Drive Lift Station	8,835	\$3,041
Southside Well 11	275,891	\$116,725
Main Office	Net exporter of energy with existing solar PV system	
Ridgemark Water Tank	No Usage	
Fairview Water Tank	No Usage	
2100 Southside Road	198,146	\$71,923
Total	1,195,944	\$391,292

Cash Purchase

- Cost: **\$1,540,000**
- 30% direct payment to tax-exempt entities: **\$462,000**
- Net Cost: **\$1,078,000**
- Annual Energy Savings: **\$240,375** (escalating with increasing PG&E costs)
- Break-Even: **4.5 years**

Power Purchase Agreement (PPA)

- No upfront cost, but can have option to purchase in the future
- Annual Savings: **\$80,293** (escalating with increasing PG&E costs)

ENVIRONMENTAL IMPACT:

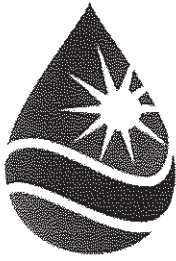
The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

RECOMMENDATION:

Staff recommends the Board approve and ratify the General Manager's action to contract design services with EVA Green Power for the development and design of a ground mount solar array in an amount not to exceed \$16,000.

Attachments:

Contract and proposal for services.



Sunnyslope Water District

3570 Airline Highway
Hollister, California 95023-9702

Phone (831) 637-4670
Fax (831) 637-1399

AGREEMENT FOR PROFESSIONAL SERVICES

SUNNYSLOPE COUNTY WATER DISTRICT AND EVA – GREEN POWER

This is a professional services agreement between Sunnyslope County Water District, hereinafter called "District," and EVA – Green Power, hereinafter called "Consultant."

The parties agree as follows:

1. SERVICES TO BE PROVIDED. District hereby engages Consultant and Consultant hereby agrees to perform the services described below, in conformity with the terms of this Agreement. The work is generally described as follows:

(a) Scope of Services per the attached proposal dated August 22, 2022 and titled:

FEASIBILITY & PROJECT SCOPING FOR GROUND MOUNT SOLAR INSTALL.

Scope of services generally include:

- Perform an initial site visit at the location to gather necessary information.
- Obtain CAD drawings and backgrounds for the project site to create a professional layout to be used for interconnection application.
- Survey of existing electrical equipment to determine if upgrades are needed to interconnect solar project.
- Draft and submit interconnection application
- Complete preliminary design of the solar array including the following drawings:
 - Single Line Diagram
 - Power Plan with equipment locations
 - Equipment Details
- Site exploration and boring
- Geotechnical Report identifying foundation requirements

(b) Consultant warrants that Consultant and its agents and employees performing work hereunder are specially trained, experienced, competent and appropriately licensed to perform the work and deliver the services required by this Agreement.

(c) Consultant, its agents and employees shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

(d) Consultant shall furnish, at its own expense, all materials and equipment necessary to carry out the terms of this Agreement, except as otherwise provided herein. Consultant shall not use District premises, property (including equipment, instruments or supplies) or personnel for any purpose other than in the performance of its obligations hereunder.

2. TERM OF AGREEMENT. The term of this Agreement shall begin upon execution hereof by Consultant and District, and shall end upon the final acceptance and approval by the District of all identified deliverables, unless earlier terminated as hereafter provided.

3. PAYMENTS TO CONSULTANT; MAXIMUM LIABILITY. Subject to the limitations set forth herein, District shall pay to Consultant the amounts as listed in lump sum payments:

- Geotechnical Report \$8,000
- Concept Plans Completed \$5,000
- Interconnection Application Submitted \$2,800

The maximum amount payable to Consultant under this contract is Fifteen thousand, eight hundred dollars (\$15,800).

4. MONTHLY INVOICES BY CONSULTANT PAYMENT.

(a) Consultant shall submit to District an invoice, in a format approved by District, setting forth the amounts claimed by Consultant, upon acceptance of each item by the District, and setting forth such other pertinent information District may require. Payments shall be paid to Consultant within ten (10) days of the third Thursday of the month for written request submitted by the third day of the same month, if approved by the District's Board which meets on the second Thursday of each month. District shall certify the claim if it complies with this contract and shall promptly submit such claim to the District's General Manager, who shall pay the certified amount within thirty (30) days after receiving the invoice certified by District. It is understood and agreed that Consultant shall complete all work described herein for an amount not exceeding that set forth above.

(b) No payment withholding is proposed.

(c) If, as of the date of execution of this Agreement, Consultant has already received payment from District for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward District's maximum liability set forth above.

(d) Consultant shall not be reimbursed for travel expenses unless expressly stated in this Agreement.

5. INDEMNIFICATION. Consultant shall indemnify, defend and save harmless District and its officers, agents and employees, as described below:

(a) As respects all gross negligent acts or willful misconduct which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance, Consultant shall indemnify, defend, and hold harmless the District, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Consultant's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the District. "Consultant's performance" includes Consultants' action or inaction and the action or inaction of Consultant's officers, employees, agents and subcontractors.

(b) Architects, Engineers Per Civil Code 2782.8. Consultant shall indemnify, defend and hold harmless, the District, its officers, officials, employees, and volunteers from any and all claims, demands, costs or liability that actually or allegedly arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this Agreement, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct of the District, its officers, officials, employees, and volunteers.

6. INSURANCE.

(a) Without limiting Consultant's duty to indemnify, Consultant shall maintain, at no cost to District, throughout the term of this Agreement a policy or policies of insurance covering all of Consultant's work hereunder with the following coverage and minimum limits of liability:

- Commercial general liability insurance, including but not limited to premises, operations, personal injury, products, and completed operations, with a combined single limit of \$2,000,000 per occurrence.
- Professional liability insurance in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims made" basis rather than an "occurrence" basis, Consultant shall, upon the expiration or termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or termination of this Agreement.

- Comprehensive automobile liability insurance covering all motor vehicles, including owned and non-owned vehicles used in providing services under this Agreement, with a combined single limit of not less than \$2,000,000 per occurrence.

(b) All insurance required under this Agreement shall be with a company acceptable to District and authorized by law to transact insurance business in the State of California. Unless otherwise provided herein, all such insurance shall be written on an occurrence basis; or, if any policy can not be written on an occurrence basis, such policy shall continue in effect for a period of three (3) years following the date of Consultant's completion of performance hereunder.

(c) Each policy of insurance required under this Agreement shall provide that District shall be given written notice at least thirty (30) days in advance of any change, cancellation or non-renewal thereof. Each policy shall provide identical coverage for each subcontractor performing work under this Agreement or be accompanied by a certificate of insurance for each subcontractor showing identical insurance coverage.

(d) Commercial general liability and automobile liability policies shall provide an endorsement naming District and its officers, agents and employees as additional insureds and shall further provide that such insurance is primary to any insurance or self-insurance maintained by District and that no insurance of any additional insured shall be called upon to contribute to a loss covered by Consultant's insurance.

7. WORKERS COMPENSATION INSURANCE. If during the performance of this Agreement, Consultant employs one or more employees, then Consultant shall maintain a Workers' Compensation plan covering all of its employees as required by Labor Code section 3700, either (a) through Workers' Compensation insurance issued by an insurance company, with coverage meeting the statutory limits and with a minimum of \$500,000.00 per occurrence for employer's liability; or (b) through a plan of self-insurance certified by the State Director of Industrial Relations, with equivalent coverage. If Consultant elects to be self-insured, the certificate of insurance otherwise required by this Agreement shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. The provisions of this paragraph apply to any subcontractor employing one or more employees, and Consultant shall be responsible for all subcontractors' compliance herewith.

8. CERTIFICATE OF INSURANCE. Prior to the execution of this Agreement by District, Consultant shall file certificates of insurance with District's contract administrator evidencing that Consultant has in effect the insurance required by this Agreement. Consultant shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify any indemnification provision of this Agreement.

9. MAINTENANCE OF RECORDS. Consultant shall prepare, maintain and preserve all reports and records that may be required by federal, State, and local rules and regulations relating to services performed under this Agreement. Consultant shall retain all such records for at least five (5) years from the date of final payment, or until any litigation relating to this Agreement is concluded, whichever is later.

10. RIGHT TO AUDIT AT ANY TIME. District officials shall have the right, at anytime during regular working hours and on reasonable advance notice, to examine, monitor and audit all work performed and all non-proprietary records, documents, conditions, activities and procedures of Consultant or its subcontractors relating to this Agreement. Government Code section 8546.7 provides that an audit by the State Auditor General may be performed up to three years after the final payment under any contract involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000.00.)

11. CONFIDENTIALITY; RETURN OF RECORDS. Consultant and its officers, employees, agents and subcontractors shall comply with all federal, State and local laws providing for the confidentiality of records and other information: To the extent permitted by applicable law and regulations, Consultant shall maintain confidentiality with respect to District's *well database and other water use data* OR other description stamped "CONFIDENTIAL" in red ink. Consultant shall not disclose any confidential information received from District or prepared in connection with the performance of this Agreement without the express permission of District. Consultant shall promptly transmit to District all requests for disclosure of any such confidential information. Consultant shall not use any confidential information gained through the performance of this Agreement except for the purpose of carrying out Consultant's obligations hereunder. When this Agreement expires or terminates, Consultant shall return to District or destroy all records which Consultant utilized or received from District to perform services under this Agreement.

12. TERMINATION. Either party may terminate this Agreement by giving written notice of termination to the other party at least thirty (30) days prior to the effective date of termination, which date shall be specified in any such notice. In the event of such termination, the amount payable hereunder shall be reduced in proportion to the services provided prior to the effective date of termination. District may terminate this Agreement at any time for good cause effective immediately upon written notice to Consultant. "Good cause" includes, without limitation, the failure of Consultant to perform the required services at the time and in the manner provided herein and was unable to be remedied within 5 days of written notice by District. If District terminates this Agreement for good cause, District may be relieved of the payment of any consideration to Consultant, and District may proceed with the work in any manner which it deems proper. District has liability to pay Consultant for materials procured or services performed. Costs incurred by District thereby shall be deducted from any sum due Consultant.

13. AMENDMENTS AND MODIFICATIONS. No modification or amendment of this Agreement shall be valid unless it is set forth in writing and executed by the parties hereto.

14. NON-DISCRIMINATION. Throughout the performance of this Agreement, Consultant will not unlawfully discriminate against any person because of race, color, religion, gender, national origin, ancestry, physical disability, medical condition, marital status, age older than 40, or sexual preference, either in Consultant's employment practices or in the furnishing of services to recipients. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. Consultant shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to any target population designated herein shall not be deemed prohibited discrimination.

15. INDEPENDENT CONTRACTOR. In its performance under this Agreement, Consultant is at all times acting and performing as an independent contractor and not an employee of District. No offer or obligation of employment with District is intended in any manner, and Consultant shall not become entitled by virtue of this Agreement to receive from District any form of benefits accorded to employees including without limitation leave time, health insurance, Workers' Compensation coverage, disability benefits and retirement contributions. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including, without limitation, federal and State income taxes and social security arising out of Consultant's performance of this Agreement. In connection therewith, Consultant shall defend, indemnify and hold harmless District from any and all liability which District may incur because of Consultant's failure to make such payments.

16. DELEGATION OF DUTIES; SUBCONTRACTING. Consultant is engaged by District for its unique qualifications and abilities. Consultant may not, therefore, delegate any of its basic duties under this Agreement, except to the extent that delegation to Consultant's employees is contemplated herein. No work shall be subcontracted without the written consent of District, except as provided in this Agreement or its attachments. Notwithstanding any subcontract, Consultant shall continue to be liable to District for the performance of all work hereunder.

17. DISTRICT'S RIGHTS IN WORK PRODUCT. All original materials prepared by Consultant in connection with its work hereunder, including, but not limited to, computer codes, customized computer routines developed using proprietary or commercial software packages, reports, documents, maps, graphs, charts, photographs and photographic negatives, shall be the property of District and shall be delivered to District prior to final payment. Consultant may utilize any existing materials developed by Consultant prior to commencement of work under this Agreement, which materials shall remain the property of Consultant.

18. COMPLIANCE WITH TERMS OF FEDERAL OR STATE GRANT. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which District is the grantee, Consultant shall comply with all provisions of such grant applicable to Consultant's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.

19. CONFLICT OF INTEREST. Consultant warrants that it presently has no interest and shall not acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.

20. GOVERNING LAWS. This Agreement shall be construed and enforced according to the laws of the State of California, and the parties hereby agree that the County of San Benito shall be the proper venue for any dispute arising hereunder.

21. DISPUTES. Consultant shall continue to perform under this Agreement during any dispute. Consultant and the District agree to make good faith efforts to resolve disputes as quickly as possible. In the event any dispute arising from or relating to this Agreement results in litigation or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorneys' fees, expenses for expert witnesses (whether or not called to testify), expenses

for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

22. CONSTRUCTION OF AGREEMENT. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

23. WAIVER. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.

24. SUCCESSORS AND ASSIGNS. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs. Consultant shall not assign, sell, mortgage or otherwise transfer its interest or obligations in this Agreement without District's prior written consent.

25. TIME IS OF THE ESSENCE. The parties mutually acknowledge and agree that time is of the essence with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension.

26. CONTRACT ADMINISTRATORS. Consultant shall designate in writing a principal responsible for administering Consultant's work under this Agreement; District's designated administrator of this Agreement shall be Drew A. Lander, General Manager or successor.

27. NOTICES. Notices required under this Agreement shall be delivered personally or by electronic facsimile, or by first-class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery or facsimile transmission, or on the third day after deposit with the United States Postal Service. Consultant shall give District prompt notice of any change of address. Unless otherwise changed according to these notice provisions, notices shall be addressed as follows:

To District:

Sunnyslope County Water District
3570 Airline Hwy
Hollister CA 95023
Telephone: (831) 637-4670
Facsimile: (831) 637-1399

To Consultant:

Antonio Corradini
CEO – Principal Engineer
EVA Green Power



28. NON-EXCLUSIVE AGREEMENT. This Agreement is non-exclusive and both parties reserve the right to contract with other entities for the same or similar services.

29. EXECUTION OF AGREEMENT. Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof.

30. EXHIBITS. The following Exhibits are attached hereto and incorporated by reference:

Exhibit A – EVA Green Power proposal dated August 22, 2022

31. DISCLAIMER/INDEMNITY REGARDING PUBLIC WORKS. To the extent the scope of work involves surveying or site work, it could be considered part of a “Public Work,” requiring the payment of “prevailing wages” under California Labor code section 1771. If consultant fails to pay such prevailing wages, Consultant acknowledges that it will be liable to, among other things, pay any shortfall owed as well as any penalties that might be assessed for failure to comply with the law. If Consultant does not pay prevailing wages, and an action or proceeding of any kind of nature is brought against the District based on such failure, Consultant will defend and indemnify District in the action or proceeding. Consultant will maintain certified payroll records of any work subject to prevailing wage requirements.

32. NO THIRD PARTY BENEFICIARIES. There are no intended third party beneficiaries to this Agreement.

33. COMPLIANCE WITH LAWS. Developer will comply with all laws, rules and regulations in carrying out its obligation under this Agreement.

34. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

35. AUTHORITY. Any individual executing this Agreement on behalf of the District or the Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

36. INTERPRETATION OF CONFLICTING PROVISIONS. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

37. SEVERABILITY. If any of the provisions contained in the Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Agreement for any cause. If a part of this Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

38. ENTIRE AGREEMENT. As of the effective date of this Agreement, including the exhibits and any documents incorporated by reference, represent the entire Agreement between the District and the Consultant with respect to the subject matter of this Agreement and, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

39. HEADINGS. Headings are for convenience only and shall not be used to interpret the terms of this Agreement. .

IN WITNESS WHEREOF, District and Consultant executed this Agreement as of the date set forth next to their respective signatures.

Dated: 9-6-2022

DISTRICT
SUNNYSLOPE COUNTY WATER DISTRICT

By _____
Drew A. Lander, General Manager
Its Authorized Agent

Dated: 9/2/2022

CONSULTANT
EVA Green Power

By Antonio Corradini
ANTONIO CORRADINI (PRINT NAME)
Its Authorized Agent

EXHIBIT A
PROPOSAL



Feasibility & Project Scoping For Ground Mount Solar Install



Project Name: **Sunnyslope Ground Mount Solar**
Project Location: **Hollister, CA**



Prepared for Sunnyslope Water District

August 22, 2022

To: Drew Lander, General Manager Sunnyslope Water District,
From: Antonio Corradini, CEO EVA Green Power
Cc: Fernando Miramontes, Senior Engineer AESC-inc.

Dear Drew,

Below the proposal to start the feasibility on the solar plant at your facility.

EVA Green Power Scope of Work for Sunnyslope Ground Mount Solar

The following describes the work that will be completed by EVA Green Power, Inc. (EGP) at 36.8121, -121.3792, Hollister California. The primary purpose of the scope will be to determine the ground mount solar array location, scope of work, and geotechnical properties at the site. Two options have been identified for the ground mount location, the first in on the existing slope of the retention basin on the west side of the property. The second is to fill and recompact the retention basin and install the solar array over the top.

Project Description:

- Complete the preliminary design for interconnection application
- Facilitate discussion with PG&E regarding interconnection and any service upgrades needed to facilitate the project.
- Complete Geotechnical engineering to determine foundation requirements
- Identify economic location for the ground mount and any civil work needed to facilitate the project.

Scope of Services:

- Perform an initial site visit at the location to gather necessary information.
- Obtain CAD drawings and backgrounds for the project site to create a professional layout to be used for interconnection application.
- Survey of existing electrical equipment to determine if upgrades are needed to interconnect solar project.
- Draft and submit interconnection application
- Complete preliminary design of the solar array including the following drawings:
 - Single Line Diagram
 - Power Plan with equipment locations
 - Equipment Details
- Site exploration and boring
- Geotechnical Report identifying foundation requirements

Services Not Included:

- Electrical load monitoring
- Permit Submission or cost associated with permitting
- Issued for Construction Plan Set
- Bus Tap Design
- Interconnection Application
- Third Party Inspections
- Third Party Re-Certification of Equipment

- Installation
- Receiving Material at Customer Facility
- Construction Scheduling or Phasing
- Utility required solar metering equipment, installation or costs associated
- Mechanical, plumbing, fire protection, civil, geotechnical, or architectural design services.
- Creation of initial drawing backgrounds.
- Temporary power for construction tools or equipment.

Summary of Proposed Fees:

Payments are due net15 with the following schedule:

Payment Schedule:

• Geotechnical Report	\$8,000
• Concept Plans Completed	\$5,000
• Interconnection Application Submitted	\$2,800
Total Proposal Amount	\$15,800

We appreciate the opportunity to submit our proposal for this project. Should you have any questions on the development of this proposal, or the elements contained herein, we are available to discuss the proposal at your convenience.

Sincerely,

EVA Green Power Inc.

Antonio Corradini

Antonio Corradini, PE
CEO | Principal Engineer

Staff Report

Agenda Item: F-2

DATE: September 9, 2022 (September 13, 2022 Meeting)

TO: Board of Directors

FROM: General Manager, Drew Lander P.E.

SUBJECT: Approve and Ratify the Action Taken by the General Manager to Amend the Existing Contact for Professional Services with MNS Engineers Inc. for Engineering Services During Construction, and for Construction Management Services for a Total NTE of \$125,000. (Not a Project Under CEQA per Article 20, Section 15378).

BACKGROUND:

In December of 2021 the Board authorized a contract for professional services to be extended to MNS Engineers Inc. for the design of the sewer pipe bridge project adjacent to the Promontory Development. The District has a cost sharing agreement with the Promontory developer for reimbursement of expenses associated with the construction of the sewer gravity line.

As construction commenced in July of 2022 staff asked MNS Engineers to provided Engineering submittal support to keep the design consistent. Due to timing constraints the General Manager authorized a written amendment to the existing contract for these additional services. In July of 2022 staffing needs were heavily impacted by significant construction occurring in the District. To maintain sufficient oversight, for warranty purposes, the General Manager requested MNS provide additional construction management (CM) services for the Promontory pipe bridge construction. The CM assistance has been welcome due to the significant number of activities currently on the plate of the Associate Engineering. To continue with both Engineering assistance during construction, and to provide CM services not just over the pipe bridge construction but also during the Marks Drive sewer line upsizing, the General Manager seeks to obtain authorization from the Board to increase the contract amount prior to exceeding the GM signing authority.

FISCAL IMPACT:

In December 2021 the Board authorized an amount of \$100,000 for the full design of the Promontory pipe bridge because cost sharing percentages were not available until the design was completed. This cost is shared with the contractor under the executed development agreement as is the cost for inspection and engineering oversight during construction. Additional services are expected to cost \$50,000 however only an increase of \$25,000 is requested as design expenses are currently tracking less

than estimated. The MNS professional services contract should be amended to a not to exceed total of \$125,000.

ENVIRONMENTAL IMPACT:

The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

RECOMMENDATION:

Staff recommends the Board approve an amendment to the MNS Professional Services contract to bring the total authorized expenditure up to not to exceed value \$125,000.

Staff Report

Agenda Item: F – 3

DATE: September 9, 2022 (September 13, 2022 Meeting)

TO: Board of Directors

FROM: General Manager, Drew Lander P.E.

SUBJECT: Provide the General Manager Direction for Topics to be Included in the Winter News Letter (Not a Project Under CEQA per Article 20, Section 15378).

BACKGROUND:

The District newsletters continue to provide much value in providing transparency of the District operations and for communicating upcoming projects.

The General Manager requests input from the Board to develop topics for the upcoming newsletter.

Topic Ideas: New employees, Retiring Employees, Continued drought measures, Maintenance project highlights, ect.

ENVIRONMENTAL IMPACT:

The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

RECOMMENDATION:

Provide the General Manager direction for the winter newsletter content.